

DRAFTAgenda Item Number : **2A**

Request For Council Action

Date Submitted 2015-09-18 17:10:09**Applicant** Jeff Peay Park Planning Manager**Quick Title** Bloomington Ballfield Renovation Musco Lighting Materials**Subject** Bloomington Ballfield Renovation Musco Lighting Materials

Discussion Sports lighting is part of the Bloomington Ballfield Renovation project and Park Planning staff are in the process of organizing the purchase of the lighting infrastructure. The sports lighting system is Musco's "Light Structure Green" and includes materials to re-light Field #2 (Baseball size). The package includes four (3) new poles, fifty (50) luminaires, wiring harnesses and pole top assemblies for existing poles. The system has Musco Constant 25 which eliminates maintenance costs for 25 years and guarantees an average constant light level of 50 fc (infield) and 30 fc (outfield) for 25 years. The system matches existing lighting at the pickleball courts and other fields and does not include Control Link as it already exists on-site. The quote from Musco Lighting to supply the materials has come in at \$121,560 and we are seeking approval to purchase the lights and associated equipment to meet our construction schedule.

Cost \$121,560.00

City Manager Recommendation This is the lighting for the new "Elks Field" at Bloomington. At this time I am still trying to figure the total cost of the project and will have those figures for the CC meeting.

Action Taken**Requested by** Jeff Peay - Park Pla**File Attachments** [8-21-15 MuscoQuote.pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** [8-21-15 MuscoQuote.pdf](#)



Bloomington Park Retrofit Field 2
St. George, UT
Date: August 21, 2015

Quotation Price

Musco's Light Structure Green™ lighting system as described below and delivered to the job site..... \$110,684

Sales tax, labor, and unloading of the equipment are not included as part of this quote.
Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.

Equipment Description

Light Structure Green™ System delivered to your site In Five Easy Pieces™

- Four (4) Pre-cast concrete bases (for the outfield poles)
- Two (2) 70' Galvanized steel poles
- UL Listed remote electrical component enclosures
- Pole length wire harnesses
- Fifty (50) Factory-aimed and assembled luminaires
- Pole top assemblies for existing poles being retrofitted

\$121,560

Also Includes:

- Energy savings of more than 50% over a standard lighting system
- 50% less spill and glare light than Musco's prior industry leading technology
- Musco Constant 25™ product assurance and warranty program that eliminates 100% of your maintenance costs for 25 years, including labor and materials
- Guaranteed constant light level of 50 footcandles on the infield and 30 footcandles on the outfield for 25 years
- Two (2) group re-lamps at the end of the lamps' rated life, 5000 hours
- Reduced energy consumption with an average of 81 kW per hour

*Quotation Price adder for new B3 pole (80' pole) and base to be located out of glare zone add \$10,876 to price above

Payment Terms as agreed upon by customer and Musco Credit Department

Delivery to the job site from the time of order, submittal approval, confirmation of order details including voltage and phase, and pole locations is approximately 30-45 days. Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location
- Field size of 330'/380'/330' for Baseball
- Structural code and wind speed = 2012, IBC, 115 MPH.
- Confirmation of pole locations prior to production

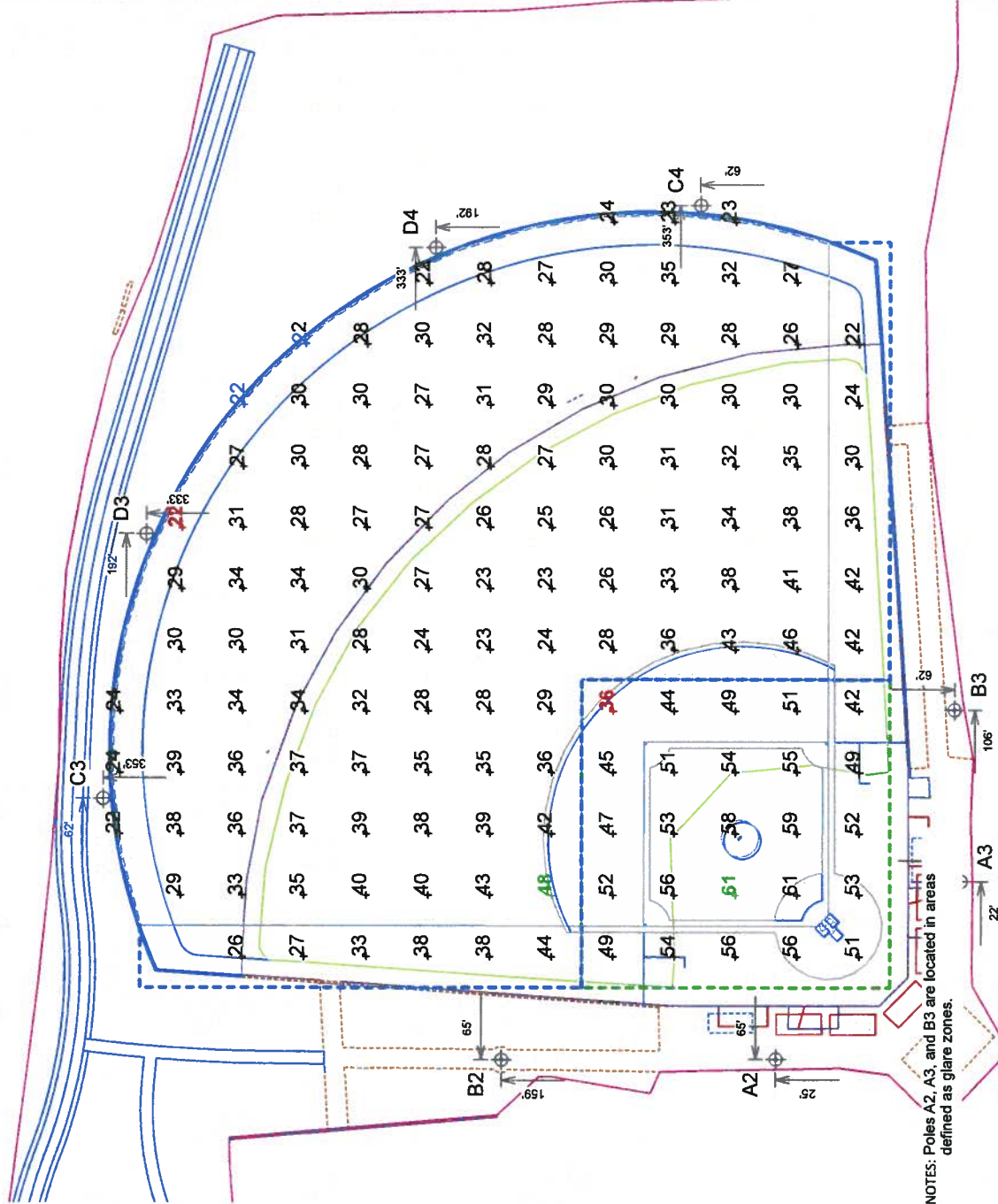
Thank you for considering Musco for your sports lighting needs. Please contact me with any questions.

Shane White
Musco Sales Representative
Musco Sports Lighting, LLC
Phone: 801-201-2536
Email: shane.white@musco.com



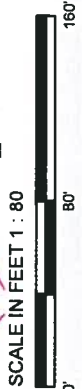
EQUIPMENT LIST FOR AREAS SHOWN

QTY	LOCATION	Pole	GRADE ELEVATION	MOUNTING HEIGHT	Luminaires		
					LAMP TYPE	QTY / POLE	THIS GRID
2	A2-A3	70'	-	70'	1500W MZ	4	4
2	B2-B3	80'	-	80'	1500W MZ	12	12
4	C3-C4	70'	-	70'	1500W MZ	5	5
8	D3-D4	70'	-	70'	1500W MZ	52	52
TOTALS						52	52



NOTES: Poles A2, A3, and B3 are located in areas defined as glare zones.

SCALE IN FEET 1 : 80



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

MY PROJECT

Name: **Bloomington Park Retrofit Field 2**
Location: **Saint George, UT**

GRID SUMMARY

Name: **Field 2**
Size: **335'x385' / 335' - basepath 90'**
Spacing: **30.0' x 30.0'**
Height: **3.0' above grade**

CONSTANT ILLUMINATION SUMMARY

	HORIZONTAL FOOTCANDLES	
	Infield	Outfield
Guaranteed Average:	50	30
Scan Average:	51.79	31.22
Maximum:	61	48
Minimum:	36	22
Avg / Min:	1.43	1.42
Guaranteed Max / Min:	2	2.5
Max / Min:	1.69	2.20
UG (adjacent pts):	1.23	1.70
CU:	0.66	
No. of Points:	25	115
LUMINAIRE INFORMATION		
Luminaire Type:	Green Generation	
Design Usage Hours:	5,000 hours	
Design Lumens:	134,000	
Avg Lamp Tilt Factor:	1.000	
No. of Luminaires:	52	
Avg KW:	81.33 (88.4 max)	

Guaranteed Performance: The Guaranteed Average CONSTANT ILLUMINATION described above is guaranteed for the design usage hours of the system.

Field Measurements: Illumination measured in accordance with IESNA LM-5-04 and CIBSE LG4. Individual values may vary. See the Warranty document for details.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

ENGINEERED DESIGN

By: **Brett Nieuwsma**
File # / Date: **1661568** 27-Jul-15

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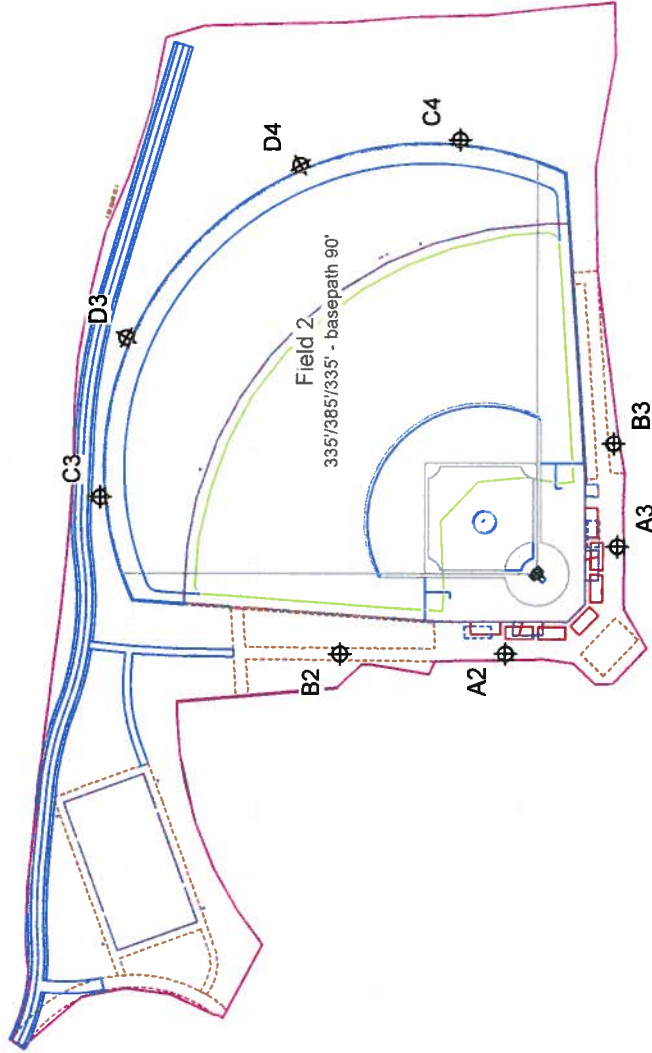
ILLUMINATION SUMMARY

NOTES: Poles A2, A3, and B3 are located in areas defined as glare zones.



MY PROJECT	
Name:	Bloomington Park Retrofit Field 2
Location:	Saint George, UT

EQUIPMENT LAYOUT	
INCLUDES:	
- Field 2	
Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.	
Installation Requirements: Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.	



EQUIPMENT LIST FOR AREAS SHOWN					
Pole			Luminaires		
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LAMP TYPE
2	A2-A3	70'	-	70'	1500W MZ
2	B2-B3	80'	-	80'	1500W MZ
4	C3-C4	70'	-	70'	1500W MZ
8	D3-D4	70'	-	70'	1500W MZ
TOTALS					52

SINGLE LUMINAIRE AMPERAGE DRAW CHART					
Ballast Specifications (50 min power factor)		Line Amperage Per Luminaire (max draw)			
Single Phase Voltage		208	240	277	347
1500 watt MZ		(60)	(60)	(60)	(60)
		8.6	8.3	7.5	6.5
				5.1	4.7
					3.7

ENGINEERED DESIGN	
By:	Brett Nieuwsma
File # / Date:	1661568 27-Jul-15

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SCALE IN FEET 1 : 150



DRAFTAgenda Item Number : **2B**

Request For Council Action

Date Submitted 2015-09-18 16:27:17**Applicant** Electrical Materials for the Energy Warehouse**Quick Title** Blanket Bid Award - Electrical Material Supplies**Subject** This is the annual blanket award for all Electrical Materials for the Energy Warehouse**Discussion** 2 local bidders submitted bids for this warehouse supply blanket. Both suppliers submitted complete bids and in consideration, Codale was the overall low bidder on category total and thus will be awarded as the primary supplier with HD Supply the secondary supplier based on the line item bid prices and availability of items in stock at the time of order.**Cost** \$300,000**City Manager Recommendation** Blanket purchase with two local firms for electrical supplies. Included in the budget at a not to exceed amount.**Action Taken****Requested by** C. Hood**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments** Total is a estimated usage based on the term of the blanket and past history of energy warehouse inventory orders. The \$300,000 is the total for purchases through both suppliers.

DRAFTAgenda Item Number : **2C**

Request For Council Action

Date Submitted 2015-09-17 16:05:39**Applicant** Larry Shane â€" Parks Manager**Quick Title** Bid Award â€" Little Valley Soccer Fencing**Subject** Little Valley Soccer Fencing and Mow Curb Bid

Discussion The City received (4) four bids for the project which originally included a base bid of drainage, concrete mow curb (8â€), chain link fencing and gates; Additive Alternate #1 to extend the mow curb and drainage for an additional 338 l.f. and Additive Alternate #2 to up-size the mow curb from 8â€ to 12â€ wide. All of the bids came in over the proposed budget so the project has been downsized by omitting the drainage component and not including Additive Alternate #1. The low bid is from Kirkland Fencing for \$34,258.30.

Cost \$34258.30

City Manager Recommendation Recommend approval.

Action Taken**Requested by**

File Attachments [Bid Tabulation - LV Chain-link fence 09-15-2015.pdf](#)

Approved by Legal Department?

Approved in Budget? **Amount:**

Additional Comments The fencing will be around the lit field at Little Valley Park. The amount of play on that field can then be limited to help maintain the turf in good condition.

Attachments [Bid Tabulation - LV Chain-link fence 09-15-2015.pdf](#)

LITTLE VALLEY CHAIN-LINK FENCE													
Bid Tabulation - September 15, 2015													
No.	Item	Unit	Estimated Quantity	EEOPC ESTIMATE		KIRKLAND FENCE		PCI		Taylor Made Fencing		Meadow Valley/ACC	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
DRAINAGE													
	1 4" NDS Area Drain	EA	62	10.00	620.00	91.53	5,674.86	93.96	5,825.52	87.48	5,423.76	180.00	11,160.00
	2 4" Corrugated Tees, Elbow	EA	62	10.00	620.00	48.59	3,012.58	49.88	3,092.56	46.44	2,879.28	154.00	9,548.00
	3 4" Corrugated Drain Line	LF	596	2.00	1,192.00	7.91	4,714.36	8.12	4,839.52	7.56	4,505.76	7.90	4,708.40
	Subtotal				2,432.00		13,401.80		13,757.60		12,808.80		25,416.40
CONCRETE MOW CURB													
	4 8" X 8" Concrete Mow Curb	LF	1198	12.00	14,376.00	7.00	8,386.00	7.54	9,032.92	9.09	10,889.82	16.00	19,168.00
	Subtotal				14,376.00		8,386.00		9,032.92		10,889.82		19,168.00
CHAIN LINK FENCING & GATES													
	5 6' high Chain Link Fence	LF	1142	28	31,976.00	18.15	20,727.30	20.30	23,182.60	13.94	15,919.48	51.50	58,813.00
	6 4'X6' Chain Link Gate	EA	2	625	1,250.00	390	780.00	429.20	858.40	260.00	520.00	2390.00	4,780.00
	7 12'X6' Chain Link Gate	EA	2	1025	2,050.00	685	1,370.00	754.00	1,508.00	480.00	960.00	3130.00	6,260.00
	Subtotal				35,276.00		22,877.30		25,549.00		17,399.48		69,853.00
	Base Bid Schedule Total				52,084.00		44,665.10		48,339.52		41,098.10		114,437.40
ADDITIVE ALTERNATE #1													
	1 8" X 8" Concrete Mow Curb	LF	380	12.00	4,560.00	7.00	2,660.00	7.54	2,865.20	9.09	3,454.20	16.00	6,080.00
	2 4" NDS Area Drain	EA	38	10.00	380.00	91.53	3,478.14	93.96	3,570.48	87.48	3,324.24	180	6,840.00
	3 4" Corrugated Tees, Elbow	EA	38	10.00	380.00	48.59	1,846.42	49.88	1,895.44	46.44	1,764.72	154	5,852.00
	4 4" Corrugated Drain Line	LF	380	2.00	760.00	7.91	3,005.80	8.12	3,085.60	7.56	2,872.80	8	3,040.00
	Additive Alternate #1 Total				6,080.00		10,990.36		11,416.72		11,415.96		21,812.00
ADDITIVE ALTERNATE #2													
	1 12" X 8" Concrete Mow Curb	LF	1198		-	9.50	11,381.00	8.50	10,183.00	20.46	24,511.08	24.00	28,752.00
	Additive Alternate #1 Total				-		11,381.00		10,183.00		24,511.08		28,752.00
	Total of Base Bid + Additive Alternate #1 + Additive Alternate #2				\$ 58,164.00		\$ 67,036.46		\$ 69,939.24		\$ 77,025.14		\$ 165,001.40
Review of Bids by Millie													
Omit drainage, substitute 12" wide mow curb for 8" wide and do not do Add Alt #1													
						Their bid \$58,650.46				Their bid \$171,073.40			
LITTLE VALLEY CHAIN-LINK FENCE													
Bid Tabulation - September 15, 2015													
No.	Item	Unit	Estimated Quantity	EEOPC ESTIMATE		KIRKLAND FENCE		PCI		Taylor Made Fencing		Meadow Valley/ACC	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
CHAIN LINK FENCING & GATES													
	5 6' high Chain Link Fence	LF	1142	28	31,976.00	18.15	20,727.30	20.30	23,182.60	13.94	15,919.48	51.50	58,813.00
	6 4'X6' Chain Link Gate	EA	2	625	1,250.00	390	780.00	429.20	858.40	260.00	520.00	2390.00	4,780.00
	7 12'X6' Chain Link Gate	EA	2	1025	2,050.00	685	1,370.00	754.00	1,508.00	480.00	960.00	3130.00	6,260.00
	Subtotal				35,276.00		22,877.30		25,549.00		17,399.48		69,853.00
	Base Bid Schedule Total				35,276.00		22,877.30		25,549.00		17,399.48		69,853.00
ADDITIVE ALTERNATE #2													
	1 12" X 8" Concrete Mow Curb	LF	1198	15.00	17,970.00	9.50	11,381.00	8.50	10,183.00	20.46	24,511.08	24.00	28,752.00
	Additive Alternate #1 Total				17,970.00		11,381.00		10,183.00		24,511.08		28,752.00
	Total of Base Bid + Additive Alternate #2				\$ 53,246.00		\$ 34,258.30		\$ 35,732.00		\$ 41,910.56		\$ 98,605.00

DRAFTAgenda Item Number : **2D**

Request For Council Action

Date Submitted 2015-09-17 15:58:55**Applicant** C. Hood**Quick Title** Bid Award - Suntran Para-Transit Bus**Subject** 2016 Chevrolet 4500 26 foot, 12 Passenger Suntran Para-transit bus**Discussion** This is a place holder for purchase of a 26 foot Para-transit bus for Suntran off the NJPA Cooperative Procurement agreement**Cost** \$118,688.00**City Manager Recommendation** Funds are included in the budget for two para-transit buses in the amount of \$140,000 so it appears only one will be purchased as this cost appears to be over budgeted amount.**Action Taken****Requested by****File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments** Supplier is Hoglund Bus Company, Manufacturer is Turtle Top. Diesel powered with 5 wheel chair tie downs

DRAFTAgenda Item Number : **2E**

Request For Council Action

Date Submitted 2015-09-16 15:38:32**Applicant** C. Hood**Quick Title** Bid Award for Millcreek Park Bldg.Re-Roofing**Subject** This is the Re-roofing project for the Millcreek Park Building**Discussion** Bids were formally advertised and responses received from 3 suppliers. Stout Roofing submitted the low bid and met all requirements of the bid specifications. Also they are a local contractor.**Cost** \$77,645.00**City Manager Recommendation** One of Re-roofing projects included in the current budget. Recommend approval.**Action Taken****Requested by** Carlos Robles**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments** Our standard contract documents are in the legal department for review and approval.

DRAFT

Agenda Item Number :

2F

Request For Council Action

Date Submitted 2015-09-16 15:27:26

Applicant C. Hood

Quick Title NEW 2016 FREIGHTLINER

Subject Freightliner Cascadia 113 Inch Cab Chassis

Discussion This is for Hauling Sludge Trailers for Wastewater Treatment Facility.
Purchased off the State Contract - Freightliner of Utah

Cost \$96,338.00

City Manager Recommendation Wastewater Treatment facility trailer for hauling sludge and is included in the current budget. Recommend approval.

Action Taken

Requested by Courtney Stephens/FI

File Attachments

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments \$ 90,000 approved in the budget with the remaining monies from saving on the trailer (budgeted \$ 75,000 and purchased for \$64,000, a savings of \$11,000)

DRAFTAgenda Item Number : **2G**

Request For Council Action

Date Submitted 2015-09-16 10:46:38**Applicant** C. Hood**Quick Title** Up-Fit Equipment for Police SUV's**Subject** Up-Fit Equipment for 35 Police SUVs

Discussion This is a place holder for the bid which is scheduled to close on September 21st. It is for the equipment to install on the 35 new Police SUV's that were previously awarded. The vehicles are scheduled to arrive mid October. This is estimated cost of approx. \$ 300,000. It is important that we award and get this equipment ordered as it has a 5 week lead-time and needs to be available for installation at time of police vehicle arrival.

Cost \$0.00

City Manager Recommendation Part of our new lease program for police vehicles in the new budget. Recommend approval.

Action Taken**Requested by** Courtney Stephens/FI**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:**

Additional Comments We will update the actual bid amount and the recommended supplier on or before Sept. 22nd.

2016 FORD INTERCEPTOR SUV

	<u>Amount</u>	<u>Vendor</u>	<u>Parts #</u>	<u>Description</u>	<u>\$ Amount</u>
1.	35	SOUND-OFF	ETHFSS-SP	FLASHER	
2.	35	SOUND-OFF	ETSS100N	SPEAKER	
3.	33	SETINA	PB400 ALUMINUM	PUSHBUMBER	
4.	33	SOUND-OFF	48" ENFLBSILVER	LIGHTBAR W/BRACKETS	
5.	33	JOTTO	425-6012	CONSOLE WITH FACEPLATES	
6.	33	SOUND-OFF	ETSA482CSP	SIREN & LIGHT CONTROL	
7.	66	JOTTO	425-2272	DC OUTLETS	
8.	33	JOTTO	425-3704	CUP HOLDER FOR CONSOLE	
9.	35	STREAMLIGHT	75432	LED STINGER W/CHARGER	
10.	33	JOTTO	425-6029	ARMREST FOR CONSOLE	
11.	33	RAM	RAM-VB-187-SW1	COMPUTER MOUNT	
12.	33	RAM	RAM-234-S2U	SCREEN HOLDER FOR COMPUTER	
13.	33	BROTHER	POCKET JET PJ622	PRINTER	
14.	33	BROTHER	POWER CABLE	FOR PRINTER	
15.	33	BROTHER	COMPUTER CABLE	FOR PRINTER	
16.	33	RAM	RAM-VPR-101-1	PRINTER HOLDER WITH MOUNT ARM	
17.	33	JOTTO	475-0304	PRISONER CAGE	
18.	33	JOTTO	475-0769	CARGO BARRIER	
19.	33	SOUND-OFF	EVCVCSLLED10	LED LIGHT	
20.	33	JOTTO	475-0104	GUN RACK VERT MNT W/BARREL LOCK	
21.	30	STALKER	DUAL	SINGLE ANTENNA RADAR	
22.	132	SOUND-OFF	ENFGS4BRW	TRI COLOR LED	
23.	132	SOUND-OFF	ELUC2S010W	LED INSERT	
24.	66	SOUND-OFF	PLUCTPSL1	TWIST IN ADAPTER	
25.	35	TREMCO	VEH SPECIFIC	ANTI THEFT DEVICE	
26.	35	MZL	75 AMP	SHUTDOWN TIMER	
				TOTAL	

ESTIMATED SHIPPING FOR ALL ITEMS

ALL ITEMS WILL FIT 2016 FORD INTERCEPTOR SUV'S

NO SUBSTITUTIONS ALLOWED

LIST PRICING PER LINE ITEM

BIDS FOR VEHICLES AND EQUIPMENT

DIVISION: Police Department

VEHICLE TYPE: up fit package for S.U.V.s

	<u>Vendor</u>	<u>Amount</u>
1.	Emergency Vehicle Systems	\$ 240,905
2.		
3.		
4.		
5.		
6.		

Bid Award

Emergency Vehicle Systems

Justification - If Needed

Please send to Council for review and approval. Only vendor to bid. Local

Thanks @

EMERGENCY VEHICLE SYSTEMS

786 S. RIVER ROAD
ST. GEORGE UT. 84790
OFFICE 435-656-8850 CELL. 435-680-7883 Web: evsutah.com

BID PROPOSAL

PROPOSAL # S150914E

TO:

ST. GEORGE PURCHASING DIVISION

DATE: 9-14-15

REF: 2016 FORD PI-SUV'S PAGE 1 OF 2

DESCRIPTION	AMOUNT
PRICING PER ITEM:	
SOUND-OFF ETHFSS-SP HEADLIGHT FLASHER MODULE	38.00
SOUND-OFF DUAL 100 WATT SIREN SPEAKER ETSS100N	149.00
SETINA PB400 ALUMINUM PUSH BUMPER	269.00
SOUND-OFF ENFLBSILVER NFORCE LOADED LED TRI-COLOR LIGHT BAR W/MOUNTING KIT	1499.00
JOTTO 425-6012 CONSOLE WITH FACEPLATES	135.00
SOUND-OFF ETSA482CSP SIREN AND LIGHT CONTROL MODULE (ETSA481CSP IS 357.00)	419.00
JOTTO 425-2272 DC OUTLET (CORRECTED PART # IS 425-2273)	8.00
JOTTO 425-3704 CUP HOLDER FOR CONSOLE	35.00
STREAMLIGHT 75432 LED STINGER WITH CHARGER	99.00
JOTTO 425-6029 ARM REST STORAGE BOX (LOCKING ARM REST BOX 425-6039 IS 109.00)	89.00
RAM-VB-187-SW1 COMPLETE COMPUTER MOUNT	199.00
RAM-234-S2U SCREEN HOLDER	14.00
BROTHER POCKETJET PJ622 PRINTER	259.00
BROTHER PRINTER POWER CABLE	18.00
BROTHER PRINTER COMPUTER CABLE	8.00
RAM VPR-101-1 PRINTER HOLDER WITH MOUNTING ARM	82.00
CONTINUED ON PAGE 2	

DUE: UPON RECEIPT- 2% FINANCE CHARGES APPLY TO UNPAID BALANCES

Thank you for your business!

EMERGENCY VEHICLE SYSTEMS

786 S. RIVER ROAD
ST. GEORGE UT. 84790
OFFICE 435-656-8850 CELL. 435-680-7883 Web: evsutah.com

BID PROPOSAL

PROPOSAL # S150914E

TO:

DATE: 9-14-15

ST. GEORGE PURCHASING DIVISION

REF: 2016 FORD PI-SUV'S PAGE 2 OF 2

DESCRIPTION	AMOUNT
PRICING PER ITEM:	
JOTTO 475-0304 PRISONER CAGE WITH CENTER RECESSED PANEL ALL GLASS WITH SLIDER	525.00
JOTTO 475-0769 REAR CARGO BARRIER WITH ALL GLASS UPPER	374.00
SOUND OFF ECVCSLLED10 DOME LIGHT IN PRISONER CAGE	44.00
JOTTO 475-0104 AR-15 RACK WITH BARREL LOCK (VERTICAL CAGE MOUNT)	233.00
STALKER "DUAL" MODEL RADAR SINGLE ANTENNA (DUAL ANTENNAS 2149.00--LESS 650.00)	1499.00
SOUND OFF ENFSGS4(BRW) LED LIGHT	128.00
SOUND OFF ELUC2SO1O(W) LED INSERT	74.00
SOUND OFF PLUCTPSL1 ADAPTER	3.00
TREMCO ANTI THEFT UNIT FOR 2016 PI-SUV	109.00
MZL 75 AMP SHUT DOWN TIMER WITH VOLTAGE DROP CUT OFF	99.00
<u>ESTIMATED HEAVY FREIGHT & SHIPPING FOR ALL LISTED EQUIPMENT-PER VEHICLE</u>	475.00
	6883.00

DUE: UPON RECEIPT- 2% FINANCE CHARGES APPLY TO UNPAID BALANCES

Thank you for your business!

DRAFTAgenda Item Number : **2H**

Request For Council Action

Date Submitted 2015-09-09 08:09:03**Applicant** Jay Sandberg**Quick Title** Change Order - Washington Fields Trail and Drainage Project**Subject** Consider Approval of a Change Order to the Washington Fields Trail and Drainage Project for the installation of a 24" diameter waterline along Mall Drive**Discussion** This change order is to complete a planned 24" diameter waterline in Mall Drive. This change order includes 2,584 feet of waterline valves, fittings, and related work.**Cost** \$602,405.90**City Manager Recommendation** This change order facilitates the installation of a water line in Mall drive before improvements are made to Mall drive. Costs are being prorated between the City and the property owners where development is occurring. Recommend approval.**Action Taken****Requested by****File Attachments** [Washington Fields TDC - Change Order No 2 Cost Distribution.pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments** The line needs to be installed prior to the widening of Mall Drive east of the bridge that that is being completed by the property owner for the commercial development underway in the area. A pro-rata portion of the cost is paid by the development underway in the area.**Attachments** [Washington Fields TDC - Change Order No 2 Cost Distribution.pdf](#)



**Bowen Collins
& Associates, Inc.**
CONSULTING ENGINEERS

20 N. MAIN STREET STE 107 • ST. GEORGE, UT 84770
TEL: (435) 656-3299 • FAX: (435) 656-2190

September 3, 2015

Scott Taylor, P.E.
811 E Red Hills Pkwy
St. George, UT 84770

Jay Sandberg, P.E.
175 E. 200 N.
St. George, UT 84770

Subject: Washington Fields Trail & Drainage Corridor - Change Order No. 2 Cost Distribution

Dear Scott & Jay,

A proposed change order to the Washington Fields Trail and Drainage Corridor Project, herein referenced as Change Order No. 2, involves the installation of a new 24 inch waterline along Mall Drive as well as additional improvements to be completed on or around the site. The purpose of this letter is delineate the costs associated with Change Order No. 2 between the two governing agencies involved: The City of St. George Water Services Department and The City of St. George Public Works Department.

The total bid cost of Change Order No. 2 is **\$602,405.90**, as shown in the attached bid schedule from Interstate Rock Products. Of this quantity, **\$593,839.10** is allocated to the Water Services Department and **\$8,566.80** is allocated to the Public Works Department. This breakdown of cost was determined by assigning the costs associated with Bid Items No. 21, 24, and 25 from the attached bid schedule to the Public Works Department, with the remaining costs falling under the jurisdiction of the Water Services Department.

Please let me know if you have any questions or concerns regarding the matter.

Sincerely,

BOWEN COLLINS AND ASSOCIATES

Todd Olsen

Enc: Change Order No. 2 Proposal - Interstate Rock Products



CHANGE ORDER

Order No. 02
Date. 08/14/2015
Agreement Date. 03/19/2015

NAME OF PROJECT: **Washington Fields Trail and Drainage Corridor Project**
CITY: City of St. George

CONTRACTOR: Interstate Rock Products, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

ITEM #1 – Construction of a 24" waterline from the west end of the Mall Drive Bridge to a point south of the intersection of Mall Drive and 3000 East.

Justification: **To facilitate the construction of improvements while the contractor is already working on adjacent improvements as shown in the Construction Drawing Set.**

CHANGE TO CONTRACT PRICE:

Original CONTRACT PRICE	\$1,592,926.00
Current CONTRACT PRICE adjusted by previous CHANGE ORDERS	\$1,769,141.95
The CONTRACT PRICE due to this CHANGE ORDER will be increased by	\$602,405.90
The new CONTRACT PRICE including this CHANGE ORDER will be	\$2,371,547.85

CHANGE TO CONTRACT TIME: The CONTRACT TIME will be (increased) / by **45** calendar days.

The date for completion of all WORK will be **213** calendar days from Notice to Proceed.

APPROVALS:

CIVIL ENGINEER: *Todd Olson* 8-17-15
CONTRACTOR: *Colin J. Starks - P.E.* 8/17/15
CITY: _____

INTERSTATE ROCK PRODUCTS, INC.
 42 SOUTH 850 WEST
 HURRICANE, UTAH 84737
 Ph # 435-635-2628 Fax # 435-635-2177

PROPOSAL REVISED

To: St George City
 Attn: Todd Olsen & Aaron Anderson
 Bowen Collins & Associates

July 22, 2015

Project: 24" DI Water Pipe in Mall Dr.
 Location: Mall Dr.

Bid Item Number	Bid Item Description	Quantity	UM	Unit Price	Total Price
1	Mobilization	1.00	LS	\$ 15,300.00	\$ 15,300.00
2	Surveying	1.00	LS	\$ 5,000.00	\$ 5,000.00
3	Traffic Control	1.00	LS	\$ 5,000.00	\$ 5,000.00
4	20" Tee & Tie-in on 3000 East (No Valves)	1.00	LS	\$ 19,747.25	\$ 19,747.25
5	20" DI Pipe w/Fittings & Joint Restraints (Not Including Restraints on Existing Pipe)	100.00	LF	\$ 154.80	\$ 15,480.00
6	20" Joint Restraints on Existing Pipe	25.00	EA	\$ 1,357.50	\$ 33,937.50
7	20" Butterfly Valve	2.00	EA	\$ 5,752.50	\$ 11,505.00
8	24" DI Pipe w/Fittings & Joint Restraints	2,584.00	LF	\$ 119.00	\$ 307,496.00
9	24" Butterfly Valves	3.00	EA	\$ 6,481.35	\$ 19,444.05
10	24" HDPE DR11 w/Seals	740.00	LF	\$ 104.00	\$ 76,960.00
11	Fire Hydrant w/6" Valve	3.00	EA	\$ 4,788.00	\$ 14,364.00
12	6" C900 Pipe w/Fittings & Joint Restraints	60.00	LF	\$ 20.70	\$ 1,242.00
13	8" C900 Pipe w/Fittings & Joint Restraints	210.00	LF	\$ 25.60	\$ 5,376.00
14	12" HDPE DR11 Waterline Loop	1.00	LS	\$ 7,000.00	\$ 7,000.00
15	12" Gate Valve	2.00	EA	\$ 2,988.00	\$ 5,976.00
16	8" Gate Valve	2.00	EA	\$ 1,987.00	\$ 3,974.00
17	Mall Dr Bridge East Connection & Air Vac	1.00	EA	\$ 4,975.30	\$ 4,975.30
18A	Mall Dr Bridge West Connection w/Blind Flange on Butterfly Valve	1.00	EA	\$ 4,324.30	\$ 4,324.30
18B	Mall Dr Bridge West Connection w/ 18LF of 24" DI and Cap	1.00	EA	\$ 7,194.00	\$ 7,194.00
19	Imported Pipe Bedding	1,817.00	TON	\$ 10.00	\$ 18,170.00
20	Shoulder Repair - Untreated Base Course	260.00	TON	\$ 26.50	\$ 6,890.00
21	1" Water Service w/ 3/4" Meter	1.00	LS	\$ 4,847.50	\$ 4,847.50
22	Asphalt Trench Patching (Including 4.5" Asphalt/10" Roadbase/18" Granular)	960.00	SF	\$ 7.30	\$ 7,008.00
23	Concrete Valve Collars	12.00	EA	\$ 150.00	\$ 1,800.00
24	Sewer Line Changes (Steel Casing, Rebate on TC, Pumping & Concrete)	1.00	LS	\$ 2,319.30	\$ 2,319.30
25	Installation of Property Fence & 10' Gate	200.00	LF	\$ 7.00	\$ 1,400.00

TOTAL BID

~~\$ 606,730.40~~

\$ 602,405.90

Notes:

- 1 Unit Prices are Bid and will be billed per items installed.
- 2 If VMS Boards are wanted they can be used at a cost of \$25/DAY per EA.
- 3 Will only bill for the choosen option between 18A and 18B.

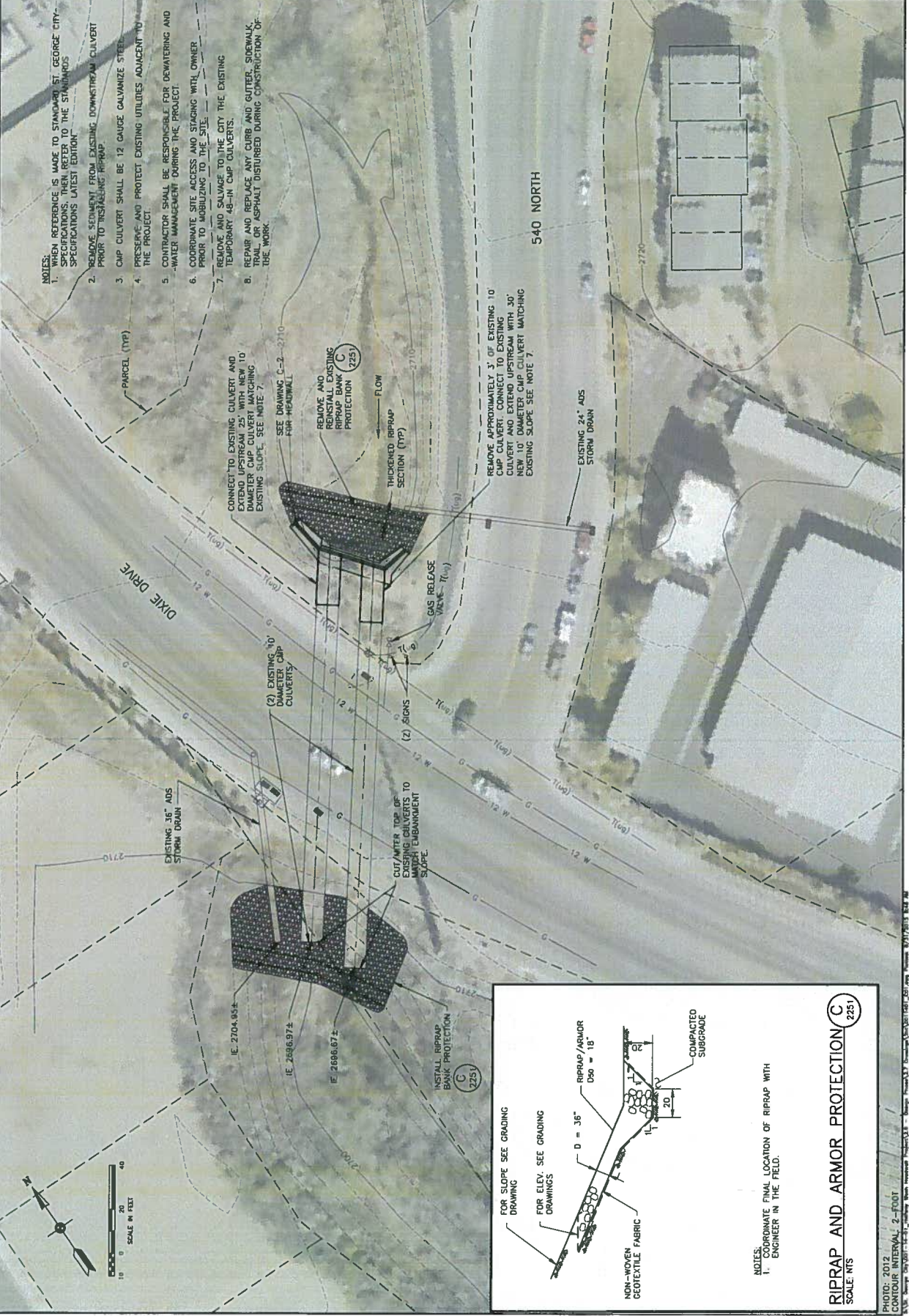
DRAFTAgenda Item Number : **21**

Request For Council Action

Date Submitted 2015-09-09 07:43:45**Applicant** Jay Sandberg**Quick Title** Bid Award - Halfway Wash Pipe Repair**Subject** Consider approval of an agreement with Feller Enterprises to complete Halfway Wash Pipe Repair Project**Discussion** Project includes repair of 10' diameter pipe that was damaged during flooding last fall on Halfway Wash at Dixie Drive near 540 North. Project includes 60 in. ft. of 10' diameter pipe, and construction of a headwall and related work.**Cost** \$110,910**City Manager Recommendation** Damaged last year. Recommend approval.**Action Taken****Requested by** Cameron Cutler**File Attachments** [City Council Award Exhibit.pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** [City Council Award Exhibit.pdf](#)

Bid Tabulation

Engineers Estimate			Feller Enterprises			B Hansen			Interstate Rock			Desert Hills			Royal T Enterprises		
Quantity	Unit	Price	Unit	Price	Unit	Unit	Price	Unit	Unit	Price	Unit	Unit	Price	Unit	Unit	Price	Unit
1 Mobilization	1	4,192	4,192	5,500.00	5,500.00	11,175.00	11,175.00	10,000.00	10,000.00	10,000.00	13,570.00	13,570.00	21,425.00	21,425.00	21,425.00		
2 Environmental	1	1,000	1,000	6,000.00	6,000.00	4,000.00	4,000.00	2,000.00	2,000.00	2,000.00	1,400.00	1,400.00	7,000.00	7,000.00	7,000.00		
3 Surveying Staking	1	2,500	2,500	2,500.00	2,500.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	1,200.00	1,200.00	3,000.00	3,000.00	3,000.00		
4 Traffic Control	1	4,000	4,000	4,500.00	4,500.00	10,000.00	10,000.00	5,000.00	5,000.00	5,000.00	2,737.00	2,737.00	8,000.00	8,000.00	8,000.00		
5 Pipe and Installation	60	500	30,000	400.00	24,000.00	360.00	21,600.00	850.00	51,000.00	51,000.00	618.00	37,080.00	750.00	45,000.00	45,000.00		
6 Headwall	1	33,840	33,840	53,000.00	53,000.00	33,000.00	33,000.00	28,825.00	28,825.00	28,825.00	44,000.00	44,000.00	90,000.00	90,000.00	90,000.00		
7 Rip Rap Native	200	35	7,000	8.00	1,600.00	35.00	7,000.00	38.00	7,600.00	7,600.00	72.00	14,400.00	50.00	10,000.00	10,000.00		
8 Rip Rap Import	485	45	21,825	26.00	12,610.00	42.50	20,612.50	33.65	16,320.25	16,320.25	56.00	27,160.00	75.00	36,375.00	36,375.00		
9 Geotextile Fabric	600	4	2,400	2.00	1,200.00	7.50	4,500.00	4.15	2,490.00	2,490.00	6.50	3,900.00	7.00	4,200.00	4,200.00		
			\$106,757.40		\$110,910.00		\$116,887.50		\$128,235.25			\$145,447.00		\$225,000.00			



FOR SLOPE SEE GRADING DRAWING

FOR ELEV. SEE GRADING DRAWINGS

NON-WOVEN GEOTEXTILE FABRIC

D = 36"

RIPRAP ARMOR D₅₀ = 18"

COMPACTED SUBGRADE

INSTALL RIPRAP BANK PROTECTION (225)

FOR SLOPE SEE GRADING DRAWING

FOR ELEV. SEE GRADING DRAWINGS

NON-WOVEN GEOTEXTILE FABRIC

D = 36"

RIPRAP ARMOR D₅₀ = 18"

COMPACTED SUBGRADE

NOTES:

1. COORDINATE FINAL LOCATION OF RIPRAP WITH ENGINEER IN THE FIELD.

RIPRAP AND ARMOR PROTECTION (225)

SCALE: NTS

DRAFTAgenda Item Number : **2J**

Request For Council Action

Date Submitted 2015-09-01 15:57:16

Applicant C. Hood

Quick Title New Convento Ejector Trailer

Subject 2015 Convento Model REJ 26-29 for Wastewater Treatment use.

Discussion This Trailer is used to haul sewer waste - We have the tractors plumbed to haul these trailers. We currently own 4

Cost \$63,300.00

City Manager Recommendation Part of the Wastewater budget. Actually lower than the budget so budgeted funds can be used to cover the higher than budgeted Trailer purchase. Recommend approval.

Action Taken

Requested by C. Stephens/Scott Ta

File Attachments

**Approved by Legal
Department?**

Approved in Budget? **Amount:**

Additional Comments This is a sole source purchase. Only manufacturer to make this is Convento Mfg. Co. in Cambridge City, IN. Price includes No-Hop Suspension, LED Lights and Ladder.

Courtney Stephens

From: Clarence <convertomfg@aol.com>
Sent: Wednesday, September 02, 2015 8:59 AM
To: Courtney Stephens
Subject: REJ Model 26-29, Quote No. 9215-C1

Thanks for the opportunity to quote our REJ26-29 push out trailer with the following options.

1. Watertight tailgate, hydraulic operated
2. Two (2) 9" deflectors, front and rear
3. 11R x 24.5 - 14 ply Roadmaster tires by Cooper or equal
4. Axles - 5" round Rockwell - 25K capacity
5. Hutch - 9700 No-hop suspension
6. 10-hole Budd type wheels - hub piloted
7. Full weld
8. Body painted white, frame painted black
9. LED lights
10. One (1) ladder at front
11. FOB Cambridge City, Indiana

EACH \$59,600.00

Estimated freight to St. George, Utah \$ 3,700.00

No tax provisions. Exemption certificates required.

Delivery - 180 days after receipt of order

This trailer would be like those delivered to you in 1997-98 with updates included.

The trailer will have a 75 gallon oil reservoir and the truck chassis should be equipped with a compatible PTO capable of driving a pump 30 GPM@1200 RPM. The valve needs to have 2 sections (such as a Commercial A-20) to operate the blade and the hydraulic tailgate.

Clarence France
Owner/President
Converto Mfg. Co., Inc.
PO Box 287, 220 S. Green St.
Cambridge City, IN 47327
Phone 765-478-3205
FAX 765-478-1223

DRAFTAgenda Item Number : **3A**

Request For Council Action

Date Submitted 2015-09-14 16:34:25**Applicant** Mrs. Twila Abrams**Quick Title** Public Hearing, Zone Change, and Ord to Amend the PD-C**Subject** To amend the PD-C zone to allow the use of a small commercial showroom for a pottery import and distribution business, to continue the use of two (2) existing residences, and to add a storage garage.**Discussion** The property is zoned PD-C and was approved as a Bed and Breakfast, however, it has never been in operation. The applicant is requesting an amendment to the PD-C zone, which would allow for a small commercial pottery sales showroom - gallery area (approx. 600 sq. ft.) on the main floor of the east building. In addition, the request is to continue the two non-conforming residential uses along with the commercial. PC recommends approval.**Cost** \$0.00**City Manager Recommendation** PC recommends approval.**Action Taken****Requested by** John Willis**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

Zone Change Amendment

PLANNING COMMISSION AGENDA REPORT: 08/25/2015
CITY COUNCIL SET DATE: 09/03/2015
CITY COUNCIL MEETING: 09/24/2015

ZONE CHANGE

Pottery Avenue

Case No. 2015-ZCA-019

Request: To amend the PD-C zone to allow the use of a small commercial showroom for a pottery import and distribution business, to continue the use of two (2) existing residences, and to add a storage garage.

Background: On approximately July 6, 1993, the Planning Commission recommended approval of a Bed & Breakfast to the City Council. On August 5, 1993, the City Council approved a PD-C (Planned Development Commercial) zone change to allow the operation of a restaurant and a Bed & Breakfast. *(Reference - See 1993 CC minutes attached).*

The property has a commercial zoning, but has never operated as a B&B or a restaurant. However, it has been used for multiple residences and has an existing non-confirming use.

Location: 95 S 200 E

Applicant: Mrs. Twila Abrams

Area: 0.60 acres

APN: SG-1204-A-1

PSR: April 7, 2015 *(Reference - See minutes attached)*

Current Zone(s): PD-C (Planned Development Commercial)

General Plan: MDR - Medium Density Residential (Up to 5-9 du/acre)

Density: The MDR conceptually could allow (9 x 0.6) 5.4 or 5 units.

Currently it has 3 dwelling units, but one is proposed to be eliminated.

Adjacent zones: North: Town Homes - R2 zone (multiple family)
East: Single family Homes - R2 zone (multiple family)
South: (Across 100 S) – RCC zone
West: (Across 200 E) – C-4 (Commercial)

Project: Showroom

This zone change amendment, if approved, would allow the applicant to create a small commercial pottery sales showroom - gallery area (approx. 600 sq. ft.) on the main floor of the east building.

Business Operation

The applicant imports and distributes dishes from Europe (Poland) and sells them through the Internet, trade shows, mailing, and at retail exhibits (e.g. Costco, etc.), but a showroom is also required in St George Utah.

Note that the applicant intends to live in the west residence, but because it is an internet based business, the business can be run from either building.

Residences

Both of the buildings can provide living space. The applicant wishes to continue the use of both two residences (non-conforming). The entire west building will be used as the Abrams residence along with the top floor of the east building. The “Granary” will only be used for storage.

Storage

The applicant proposes to construct a new 20 ft. x 40 ft. storage garage at about 14 ft. high (highest point). Also there will be storage in the former granary. There is an unimproved basement beneath the east building which will also be used for some storage.

Impact

It appears this use would potentially be a ‘low impact’ and ‘low traffic generator’ to the neighborhood. A typical ‘retail’ use is not proposed.

Process: Receive zone change amendment approval from City Council, demonstrate adequate parking, obtain a building permit for garage, and obtain a Business License for the pottery business.

Parking:

The applicant shall demonstrate that commercial parking at a 1:250 ratio will be provided per code and that the two existing residences shall have 2 spaces each (for a total of 4), and that a minimum of 2 shall be covered.

Comments:

It is recommended that the non-conforming residential use of multiple units be allowed to continue. The applicant has proposed to use the granary only for storage and any approval should include this as a condition.

The site was approved for a commercial use, but the restaurant and B&B were never operated.

Ordinance(s):

Per Section 10-16-3.A.1.b, the Planning Commission and City Council are required to review and determine approval of changes to a non-conforming use.

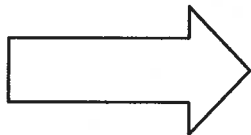
10-16-3 “Additions, Enlargements, and Moving”

A.

1. A building or structure occupied by a nonconforming use or a building or structure which is nonconforming in any way including height, area, yard, landscaping, or parking regulations shall not be added to, remodeled, replaced, or enlarged in any manner or moved to another location, where such addition, remodel, replacement, enlargement or relocation would also be nonconforming **except** as follows:

a. Additions, remodels, replacements or enlargements which are **minor** may be approved by the city manager or designee if a determination is made that the change will not increase the negative impact of the nonconformity.

b. **All other changes** must first obtain a recommendation for approval from the planning commission and approval from the city council. In approving such request, it must be determined that the proposed change does not impose any unreasonable burden upon the lands located in the vicinity of the nonconforming use or structure and that the negative impact of the nonconformity is not increased.



P.C. Motion:

The Planning Commission recommends approval and made a motion recommending approval;

A Motion to recommend approval of the requested zone change amendment to the City Council to:

1. To amend the PD-C zone to allow the use of a small commercial showroom for imported pottery sales in the east building.
2. To allow the continued non-conforming use of two existing residences along with the commercial use.
3. The applicant shall demonstrate that commercial parking at a 1:250 ratio will be provided per code and that the two existing residences shall have 2 spaces each (for a total of 4), and that a minimum of 2 shall be covered.
4. The applicant shall provide a paved driveway with a minimum width of 25 ft. (for two way traffic) (except in the area required to preserve a mature tree - that area may reduce down to approximately 20 feet).
5. Approval of the request to construct approx. a 20 ft. x 40 ft. garage with a height of approximately 14 ft.
6. Per Section 10-16-3.A.1.b it is determined that the proposed change does not impose any unreasonable burden upon the lands located in the vicinity of the nonconforming use or structure and that the negative impact of the nonconformity is not increased.

PSR MINUTES - APRIL 7, 2015 (Reference)

CITY OF ST. GEORGE

PLANNING STAFF REVIEW

WASHINGTON COUNTY, UTAH

April 07, 2015 - 8:30 AM

PRESENT: Wes Jenkins, Assistant Director of Public Works
John Willis, Planning Manager
Ray Snyder, Planner II
Monty Thurber, Traffic Planning
Kevin Taylor, Fire Marshall (in and out during meeting)
Kade Bringhurst, Water Department
Genna Singh, Planning Associate

EXCUSED: Mark Goble, Park Planning
Todd Jacobsen, City Surveyor
Victoria Hales, Assistant City Attorney

ITEM 2 8:50 AM Applicant: Twila Abrams
Location: 95 S 200 E
Request: PD-C – amend uses to add art gallery

John – is that a landmark site?

Twila – no, it's not

John – it would qualify to be a landmark site. Do you know why it's not a landmark home?

Twila – no, I haven't spoken to the seller

John – benefit to becoming a landmark site is limited commercial

Wes – what are you looking to do

Twila – I import dishes from Poland so I want a gallery on the eastern piece and then I want to live in the home. I would like to put a 20x20 storage unit in the back where the cement pad is. There's the main home and then to the east is a shack with a renter in it that we would take down and then the larger piece to the east has a renter above with a main body and then cold storage below.

Ray – what's the green area?

Twila – it's a covered porch area. There is a Montessori school by us and then some apartments.

John – it does have a commercial zoning designation. The PD outlines the uses and right now it's just a bed and breakfast. If you want to do an art gallery you would have to amend the zone. I'm not sure if you would be allowed to live there as a PD-C. How would the gallery work?

Twila – we're still tossing around ideas. It is a high end product with minimal traffic really. It's more of a destination. We wouldn't have more than 2 people at a time that I can imagine. The gallery part is 1400 s.f.. we would not keep the rental above.

John – even though you're in today and have your business we have to make sure that we keep the entitlements for the future in mind.

Wes – you would have to pave the access into the commercial area

John – your parking requirement would be 1 space per 250 square feet.

Wes – and you want to live in the home on the west right?

Twila – yes, I would

John – do you see the business expanding west at all?

Twila – no, not at all

Ray – my hesitation is that the zone does not allow someone to live there

John – landmark site might be your best option

Twila – that's not part of my goal but if that's the only way we can do this then we can go that route.

Ray – is your business online our direct?

Twila – there is online but I'm not involved in that part. Most of what I do is the coordination part and then this would be more of a gallery.

Wes – what upgrades do you want to do to the exterior of the house?

Twila – I wanted to change the pillars.

John – you can make modifications to a landmark site you just have to go through the process. You could address the wanted changes during the landmark designation process.

Twila – my purchase is predicated on if this could work

Wes – I think we should get with our legal department. It can happen but you have to go through the steps.

John – whatever the route is it will be at least a 2 month process.

CITY COUNCIL MINUTES – AUGUST 5, 1993 (Reference)

PUBLIC HEARING:

Community Development Director Bob Nicholson outlined the request for a zone change from R-2 Duplex Residential to PD Commercial for property located at 95 South 200 East. Michael Andelin, applicant. Mr. Andelin would like to develop the

existing house into a small restaurant and a bed and breakfast with 3 bedrooms. The applicant's family will also live on site as restaurant managers. The Planning Commission recommends approval.

Mr. Andelin outlined the property and presented a model of the development he has in mind for the property located at 95 South 200 East to house a bed and breakfast and a small exclusive restaurant. He said he proposes to increase the size of the house by adding a large room between two building and add a gazebo and beautiful gardens. The property is surrounded by high traffic commercial enterprises. Mr. Andelin said he felt his plans are compatible with the City Master Plan. He also outlined the reasons he wanted to establish this business and stressed because of the size and nature of the business there would not be a lot of traffic. He said he thinks there is a need for a quality establishment in St. George and this development would upgrade the area. He also outlined the parking area at the back of the home which included three parking spaces for the bread and breakfast.

Councilman McArthur questioned the parking as the workers would take some of the parking stalls and said he had heard, from several citizens, objections to using the facility for a reception center.

Mr. Andelin explained he did not apply for a PD for a reception center. The business would be the same as any restaurant in town.

Councilman Jones said the Planning Commission analyzed the use and parking and found them to be adequate. The square footage of the premises limits itself.

Mr. Andelin said he also has concerns and he realizes how important parking is to business and restaurants. He would not conduct a business that would be inappropriate to the area. Everyone has to depend on street parking and he will try to preserve the area, not make things inconvenient. He said from time to time there will be a need for on street parking.

Mayor Brooks opened the public hearing.

Jewell Bringhurst said it is hard to protest against your neighbors, but we have to look out for our benefits. There is no commercial south of 1st South on 2nd East. She said she was in favor of seeing old homes preserved and the restaurant sounds beautiful. She said she did not object to the Bed and Breakfast but she does object to the restaurant. The Elder Hostel is there and people are parking on both sides of the street for it. This makes it difficult to get out onto the road from driveways. A business that needs parking on the street is not feasible for the area. We do not want a Reception Center that would bring a lot of cars.

Mr. Andelin explained people don't come to restaurants by themselves. There can be 2, 4, or 6 people in one car. However, you can expect to have one or two cars on the street with a Bed and Breakfast and a small restaurant.

Mrs. Bringhurst explained here main concern and objection is the parking.

Jack Jenkins said he is troubled by things going on in the neighborhood, however he did not feel the neighborhood is in decline.

City Manager Esplin explained a bed and breakfast can be anywhere with a Conditional Use Permit but the building must be designated as a landmark site.

Councilwoman Isom said she went to two meetings with the Planning Commission. There were only two people there from the neighborhood. A sign was posted and if there are questions by anyone they should have gone to those meetings.

Councilman McArthur said the signs that are posted are for that reason, to let the neighbors know when a zone change is being requested.

Mr. Andelin said he would not be having wedding receptions.

Mr. Jenkins asked what controls the City has to monitor activities at this business. He wants to

make sure the business is monitored and restrictions enforced.

Brenda Brown, neighbor said there are 3 things that bother her. 1) Doris Andelin brought a paper around saying they were building on a storage unit and it was not objected to. 2). Wants it understood that a PD has specific uses set down and other businesses can not be brought in. 3) Contrary to what has been presented it is still a residential neighborhood and she sees a large impact on the neighborhood.

Mr. Andelin explained his idea for the property. When purchasing the property he felt St. George a wonderful place to raise kids and for his family home. He said he had not discussed the plans he had for the property with his children friends or neighbors. He said he would like to start now to make improvements to the garage for storage as one of the steps in the improvement of the property.

Councilwoman Isom said she would not oppose the Bed and Breakfast and the restaurant but if it was anything else she would object. She said you can not control people from parking on the street.

Lloyd Graff, representing his father who lives directly adjacent to the property, asked will we now have a planned development in this residential area?

Mayor Brooks explained if this is approved you will receive a document that it has been accepted by the City and the uses. You can not add uses but you can restrict uses. The area will have to be fenced as a PD requires you have a 6' solid fence around the property.

Mr. Jenkins said he felt Mr. Andelin's outline does not fit with the size this project has grown into.

Councilman Jones said he felt Mr. Andelin is "suffering" from his past successes. The Planning Commission put a lot of demands on Andelin to restrict uses that are common and natural to this kind of business. He said he

Andelin PD Commercial 95 S. 200 E.

feels parking is an appropriate concern.

~~Councilwoman Isom said she approves of the Bed & Breakfast and opposes the wedding reception part of the business.~~

Councilman McArthur asked Fire Chief Houston if so many square feet and so many people in the restaurant area would control how many people could be there at one time. The answer was yes.

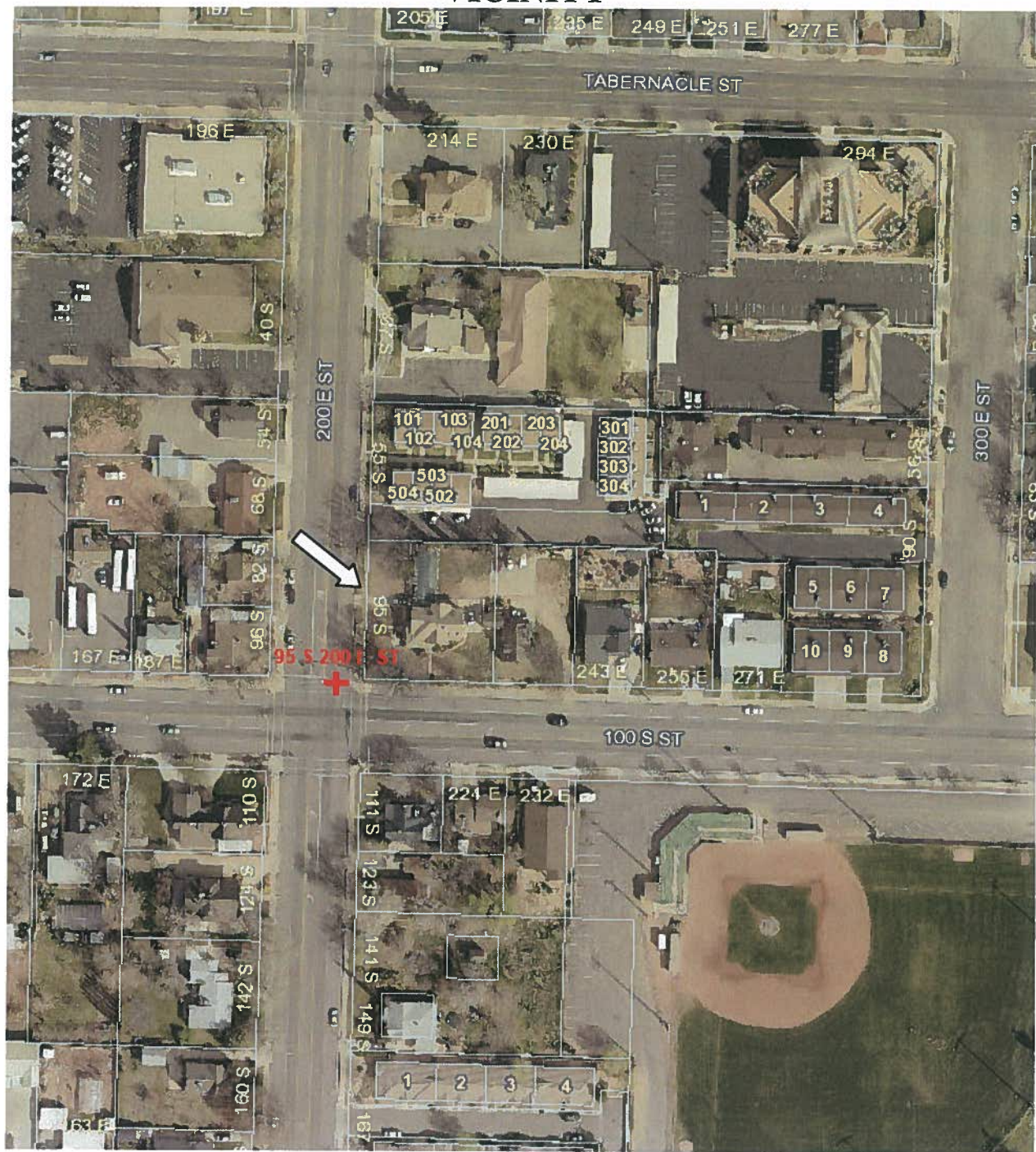
Mrs. Bringham said she is not opposed to the plan as it is now, just the wedding receptions. It does make a difference when the Elder Hostile people are there. Traffic has not always been as busy as it is now in St. George.

*Approved
uses*

Councilman McArthur made a motion to grant a zone change from R-2 Duplex Residential to PD Commercial for property located at 95 South 200 East for a small restaurant and a 3 room Bed and Breakfast as requested. Councilman Jones seconded the motion.

After further discussion Councilman McArthur amended his motion adding "excluding use as a reception center". Councilman Jones seconded the amendment. All voted aye.

VICINITY



SITE (3 Buildings)



GENERAL PLAN (MDR)



ZONING (PD-C)



APN: SG-1204-A-1



Legal Subdivision: ST GEORGE CITY SUR PLAT B BLK 63 (SG) **Lot: 3**
W1/2 S1/2 LOT 3 BLK 63 PLAT B SGCS. ALSO: S1/2 LOT 4 BLK 63
PLAT B SGCS.

APN: SG-1204-A-1



Legal Subdivision: ST GEORGE CITY SUR PLAT B BLK 63 (SG)
Lot: 3 W1/2 S1/2 LOT 3 BLK 63 PLAT B SGCS. ALSO: S1/2 **LOT 4**
BLK 63 PLAT B SGCS.

View: Corner of 100 S & 200 E



View: 200 East Street



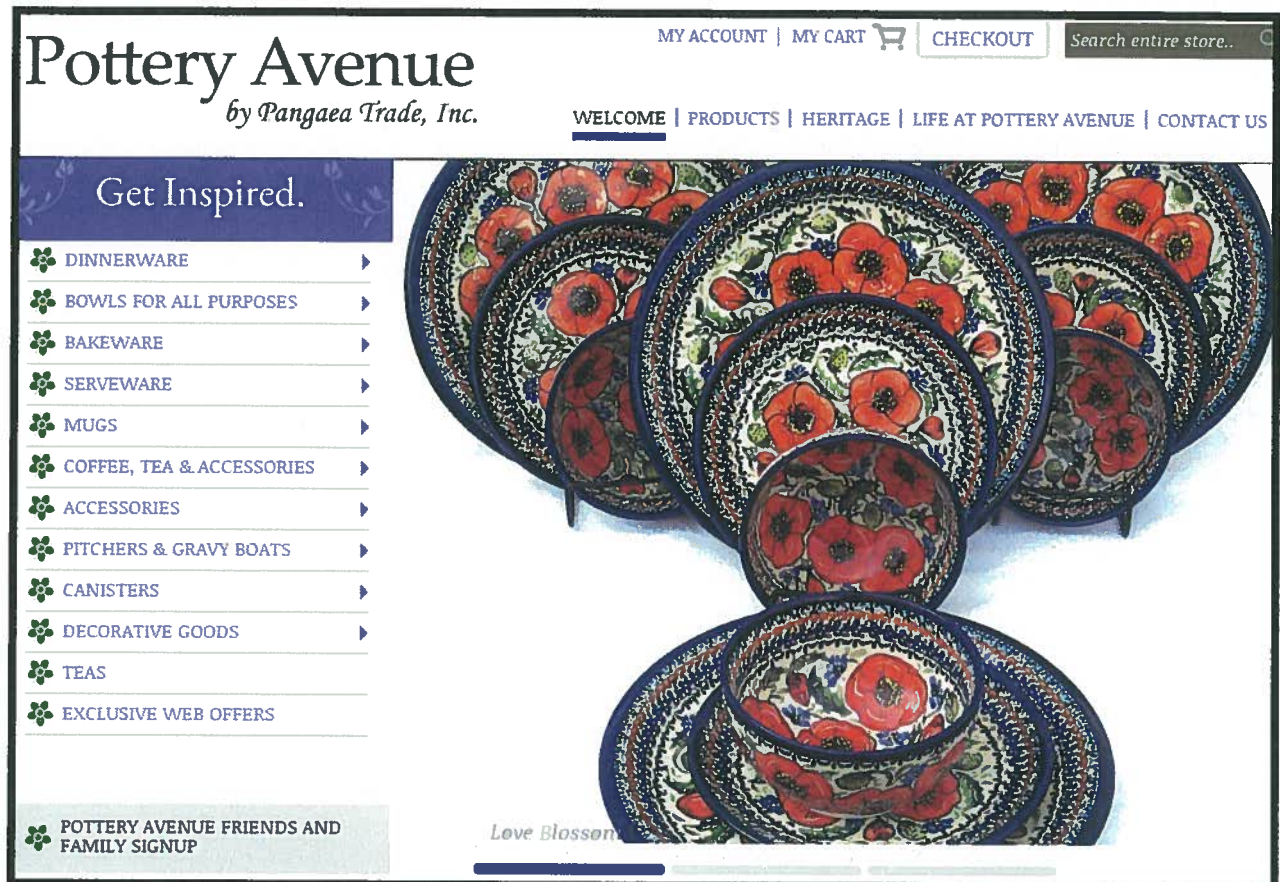
200 East Street - Building



100 South Street - Building



Examples - From the Internet



Our Company

Our company is built on the principle of providing quality products and reliable service. Our diversified product range continues to grow by following trends, improving our standard products, and listening to the customer. Our unique service has established our place in this industry. This allows us to make a distinctive and substantial impact for our clients.

Our hope is that you can see how incredible Polish Pottery is and feel inspired. With each purchase, you will become a collector who will find each piece so special you will keep coming back for more to give as gifts to both yourself and to others.



- › Home
- › Gallery
- › Costco Schedule
- › About Us
- › Learn More
- › Add To Your Collection
- › Bridal Registry
- › Blog, News, Updates
- › Your Local Retailer
- › Employment
- › Purchase Pottery
- › Pottery Patterns & More

Learn More

Over the last 20 years Polish Stoneware has created a stir of amazement and curiosity in American homes.

Originally brought to America by military families stationed in Germany, Polish Stoneware has grown to capture a steadfast following of collectors in the United States. Polish Stoneware will never suffer the negative effects of a "fad" because of its uniqueness, durability and functionality. This is not a trendy item but a 750 year tradition.

To fully understand Polish Pottery we must review the motives of the artisans and how it is intrinsically woven into Polish and Silesian-German folklore.

It all started through the basic need for dishes coupled with their rich deposits of amazing "white firing" clay and desire to create beauty in their homes. The Boleslawiec town records indicate the craft of making pottery dates back to 755 AD. Records also indicate the beauty of the town's surroundings, its colorful ethnicity, inspired artists to create, refine, and master their trade as potters.

East Building
(Main Floor = Showroom, Top floor = residence, Basement = storage)



Show Room (Main Floor – East Building)



Driveway to be widened and improved



Area for garage in corner



Customer and owner parking



Upstairs - East building



Granary (green part of building to be removed)



Granary – to be used for storage only (there is a basement beneath)



Granary basement access



In Granary basement



Storage area under east building



Gazebo / Covered Area (to be repaired as required & new roof installed)



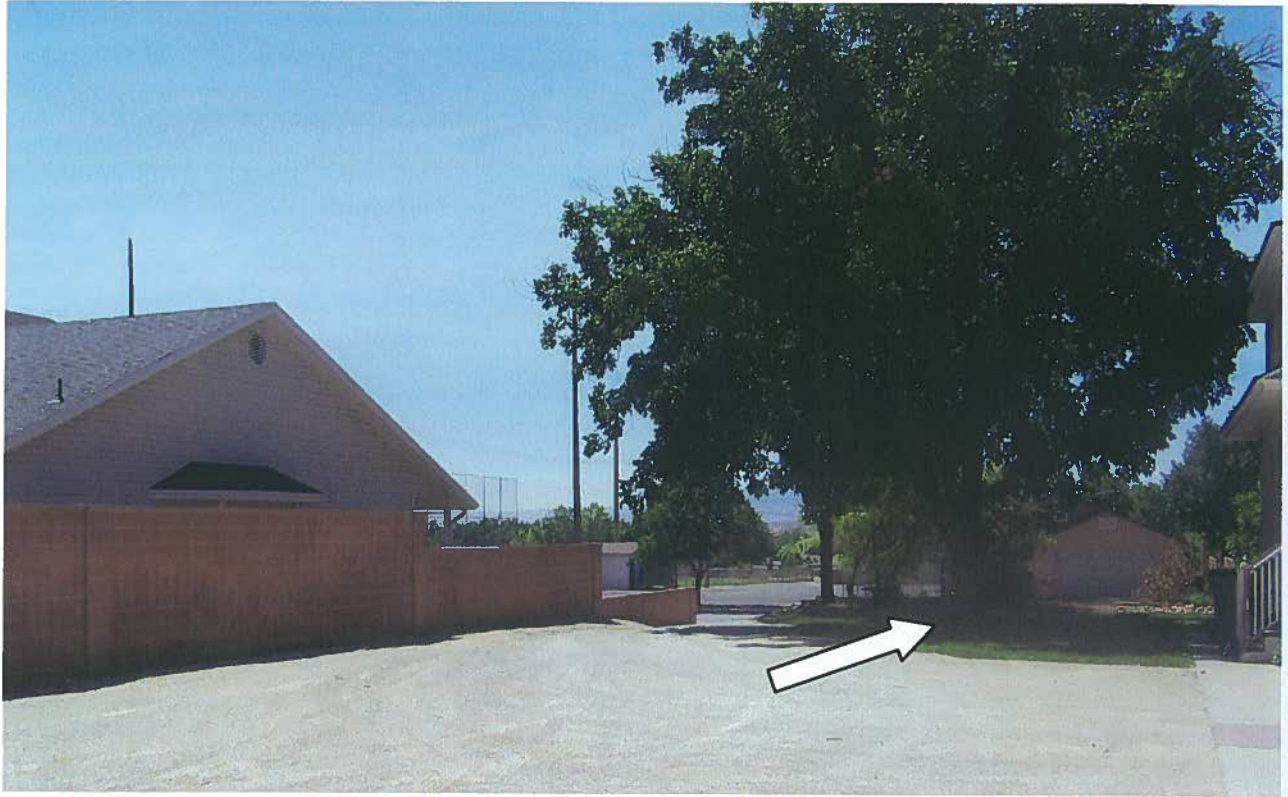
Main House (being rehabilitated)



Apartments (neighbor to the north)



Request to save tree and have driveway 'radius around it'



ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE PD COMMERCIAL ZONE FOR POTTERY AVENUE
LOCATED AT 95 SOUTH 200 EAST STREET BY APROVING THE USES ON 0.60 ACRES**

WHEREAS, the property owner has requested a zone change amendment to the PD-C (Planned Development Commercial) zone on 0.60 acres to allow the use of a small commercial showroom and to continue the use of two (2) residences; and

WHEREAS, the City Council held a public hearing on this request on September 24, 2015; and

WHEREAS, the Planning Commission recommends approval of the requested zone change; and

WHEREAS, the City Council has determined that the requested amendment to the previously approved PD-C Zone is justified at this time and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

NOW, THEREFORE, BE IT ORDAINED, by the St. George City Council, as follows:

Section 1. Repealer. Any provision of the St. George City Code found to be in conflict with this ordinance is hereby repealed.

Section 2. Enactment. The City Zoning Map is hereby ordered to be changed to reflect the zone change amendment on 0.60 acres located at 95 S 200 E specifically described on the attached property description, Exhibit "A".

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately upon posting in the manner required by law.

APPROVED AND ADOPTED by the City Council of the City of St. George, this 24th day of September, 2015.

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

Exhibit "A"

(Note: both properties combined total 0.60 per County Records)

Parcel Number SG-1204-A-1

Tax District 08 - St George City

Acres 0.60

Situs 95 S 200 E ST , ST GEORGE

Legal Subdivision: ST GEORGE CITY SUR PLAT B BLK 63 (SG)

Lot: 3 W1/2 S1/2 LOT 3 BLK 63 PLAT B SGCS. ALSO: S1/2 LOT 4 BLK 63 PLAT B SGCS.



Parcel Number SG-1204-A-1

Tax District 08 - St George City

Acres 0.60

Situs 95 S 200 E ST , ST GEORGE

Legal Subdivision: ST GEORGE CITY SUR PLAT B BLK 63 (SG)

Lot: 3 W1/2 S1/2 LOT 3 BLK 63 PLAT B SGCS. ALSO: S1/2 LOT 4 BLK 63 PLAT B SGCS.



DRAFTAgenda Item Number : **3B**

Request For Council Action

Date Submitted 2015-09-14 16:24:13**Applicant** Sun River St George Development**Quick Title** Public Hearing, GP Amendment, and Ord From E and MDR to MHDR

Subject Consider a General Plan Amendment from E (Employment) and MDR (Medium Density Residential) to HDR (High Density Residential) on approximately 51.95 acres. The property is generally located at approximately 1280 W 4700 S (Southeast of the intersection of Sun River Parkway and Arrowhead Canyon Drive).

Discussion The applicant is requesting HDR (10-22 du/ac), in order to accommodate a multifamily residential 55 and older development. The GPA will provide guidance on future zone changes. Several concerns were expressed in the public hearing regarding height of buildings, density, and traffic. A motion was made to recommend approval of a modified exhibit consisting of part MDR (approx. $\frac{1}{2}$ to $\frac{3}{4}$ of the area) and part MHDR (approx. $\frac{1}{4}$ to a $\frac{1}{2}$). Planning Commission recommends approval.

Cost \$0.00

City Manager Recommendation Sun River area. A general plan amendment incorporating the new medium high density residential for a portion of the area adjacent to the freeway along with some high density. Concerns at the PC meeting included density, traffic, and height of the proposed buildings. Planning Commission recommended approval.

Action Taken**Requested by** John Willis**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

General Plan Amendment

PLANNING COMMISSION AGENDA REPORT:	07/14/2015
CITY COUNCIL SET DATE:	07/16/2015
CITY COUNCIL MEETING:	08/06/2015 (Table / Resubmit - revised to PC)
2 nd PLANNING COMMISSION MEETING:	08/25/2015
2 nd CITY COUNCIL SET DATE:	09/03/2015
2 nd CITY COUNCIL MEETING:	09/24/2015

GENERAL PLAN AMENDMENT: PUBLIC HEARING

The Villas at Sun River St George

Case No. 2015-GPA-006

Request: To amend the General Plan from E (Employment) and MDR (Medium Density Residential) to **MHDR** (Medium High Density Residential) on approximately 51.95 acres. The property is generally located at approximately 1280 W 4700 S (Southeast of the intersection of Sun River Parkway and Arrowhead Canyon Drive). This proposal is to change the General Plan to allow for the future submittal of a zone change to allow residential development.

Background:

GPA Quarterly

The General Plan may be amended by a GPA (General Plan Amendment) four (4) times a year (in January, April, July, & October) and this requires a complete application submittal approximately a month in advance (*to allow adequate processing and noticing time*). The Council discussed the fact that a General Plan may only be amended four times a year, but because this case was originally submitted as required, and was tabled at the August 6th meeting with the recommendation that it return to the PC as a request for the new MHDR land use designation, that the applicant would not need to wait until October to return, but could instead continue the process at the next available PC meeting and then if recommended for approval proceed on to the next available council meeting.

Independent Project

This project will be separate and independent of the existing Sun River community.

CC August 6th

On August 6th the City Council heard council agenda item #3D; a request to amend the General Plan from E (Employment) and MDR (Medium Density Residential) to **HDR** (High Density Residential) on approximately 51.95 acres. However, the Council listened to the presentation, considered public input, and indicated to the applicant's representative that it was not supportive of a land use designation which would allow up to 22 du/ac at this location. Council expressed they were supportive of a more limited land use which would instead fall within the

density range of 10-15 du/ac. Note that on the same council agenda was item #3F which proposed and was approved to create a new General Plan Land Use category of **MHDR** (Medium High Density Residential); which will allow a density range of 10 – 15 du/ac.

PC August 25th

The Planning Commission heard, discussed, and took public comments from Sun River residents on the proposed GPA and required one hour and 55 minutes (1 hr. 55 min.). An audience of approx. 30 residents from Sun River attended (*approx. 1% of Sun River residents*) and spoke in opposition to the project expressing their concerns for developments that are not age restricted to age 55+ residents, would allow apartments, children, would increase traffic, impact public safety, design, height, neighborhood character, continuity, etc. There was a general misunderstanding of the GPA process vs. a future ZC process (*graphic added to this report to help clarify*). Several failed motions were made by PC for this item, but at length a motion was made to recommend to the City Council approval of a modified exhibit consisting of part MDR (approx. ½ to ¾ of the area) and part MHDR (approx. ¼ to a ½). See attached 'Exhibit.' The vote was 4:1 and the representative favors a ratio of 1/3 MDR and 2/3 MHDR.

PSR:	This item was originally heard at the June 2, 2015 PSR meeting.
Property Owner:	SITLA (State and Institutional Trust Lands Administration)
Agent:	Mr. Kyle Pasley
Applicant:	Sun River St George Development L.C.
Representative:	Mr. Scott McCall
Area:	51.95 acres
Property:	Generally located at approximately 1280 W 4700 S (<i>Southeast of the intersection of Sun River Parkway and Arrowhead Canyon Drive</i>).
Current Zones:	PD-R (Planned Development Residential) and PD-C (Planned Development Commercial)
Current General Plan:	E (Employment), MDR (Medium Density Residential), and PK (Park)
Proposed General Plan:	HDR (High Density Residential) 10 or more du/ac

Process: The Planning Commission is responsible for recommending to the City Council a General Plan for the city, or any amendments to an approved General Plan. The General Plan is a guide for land use decisions and contains various policies to help direct decisions related to land use and development of the city.

Comments: Water
During the PSR (Planning Staff Review) meeting, staff expressed concern regarding water availability for this project. On the submitted General Plan Amendment application (see attached), Section II 'Additional Information' item #10 utility capacity, it is stated that at the time of the writing it was unclear if capacity would be available, but SITLA and the Water Department are discussing the matter and the applicant is confident it will be resolved before a Zone Change application will be submitted.

1st P.C. meeting: At the 1st PC meeting (7/14/2015) the Planning Commission made a motion recommending approval to the City Council of a GPA (General Plan Amendment).

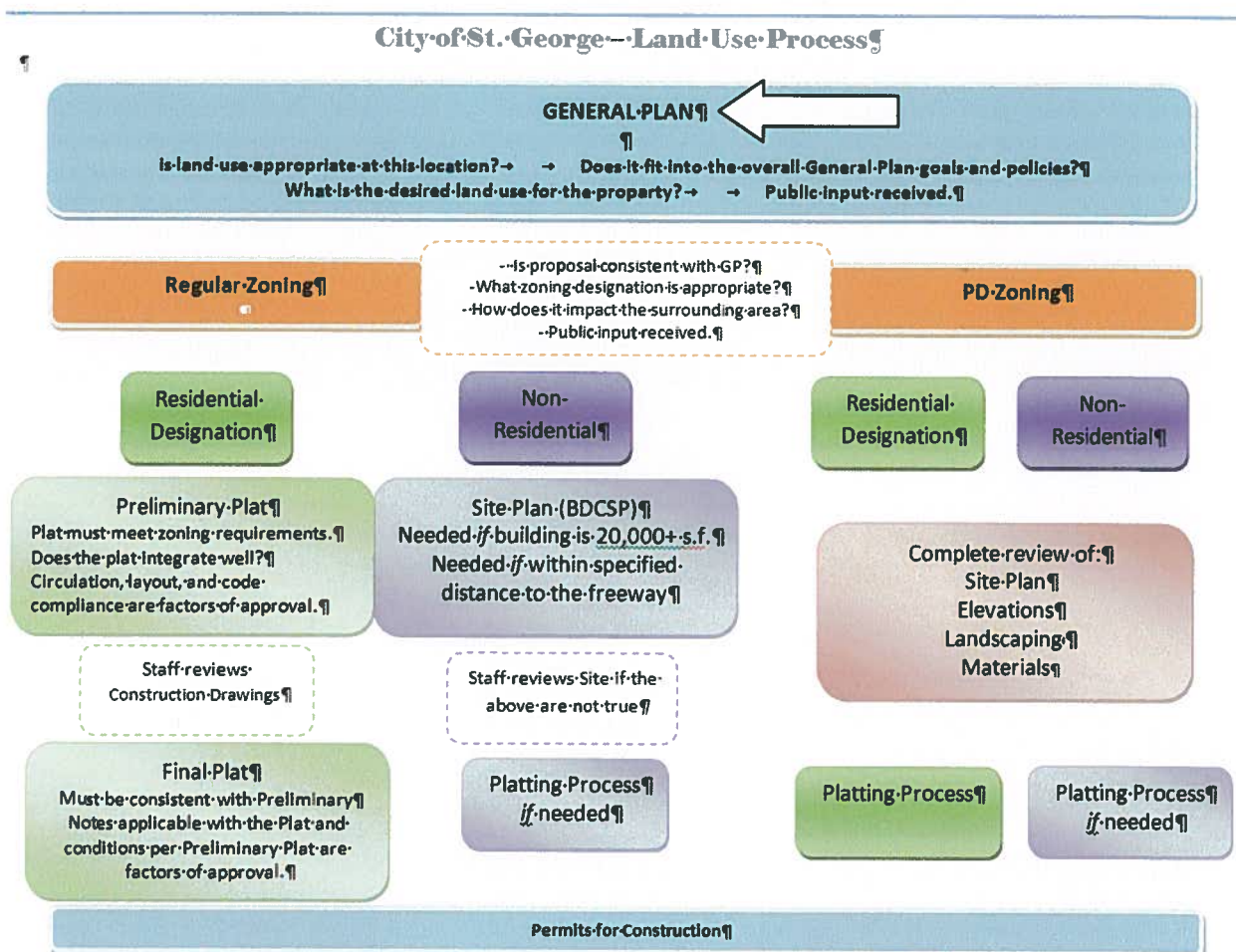
Motion

The Planning Commission recommended to the City Council:

“Amend the General Plan from E (Employment) and MDR (Medium Density Residential) to **HDR** (High Density Residential) on approximately 51.95 acres. The property is generally located at approximately 1280 W 4700 S (Southeast of the intersection of Sun River Parkway and Arrowhead Canyon Drive).”

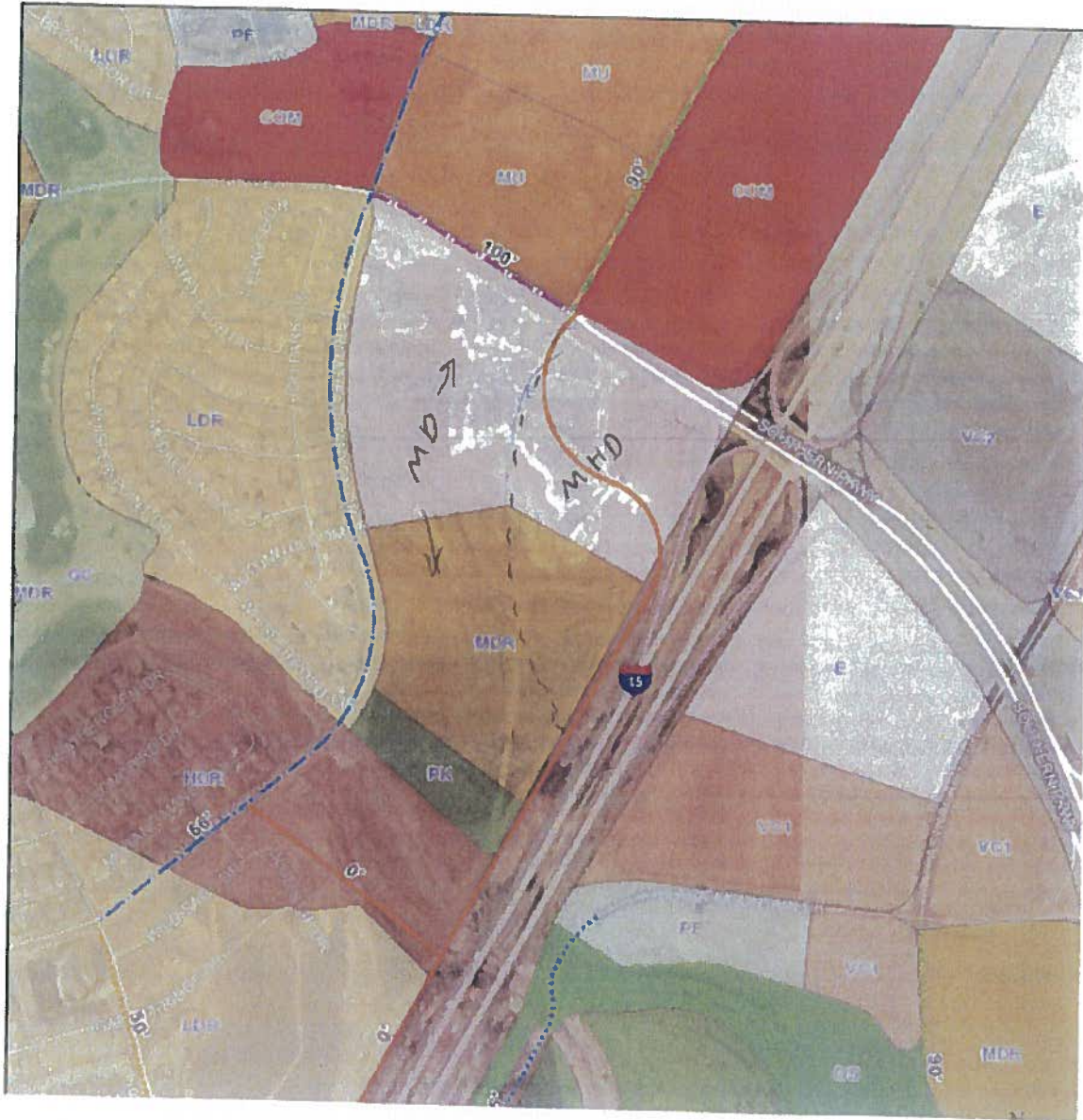
2nd P.C. meeting: At the 2nd PC meeting (8/25/2015) the Planning Commission made a motion to recommend approval of a modified land use map to have a portion as MDR and another as MHDR (see exhibit).

Process



This application is only to here a GPA (General Plan Amendment)

~~EXISTING~~ GENERAL PLAN



Recommendation by Planning Commission on 8-25-2015

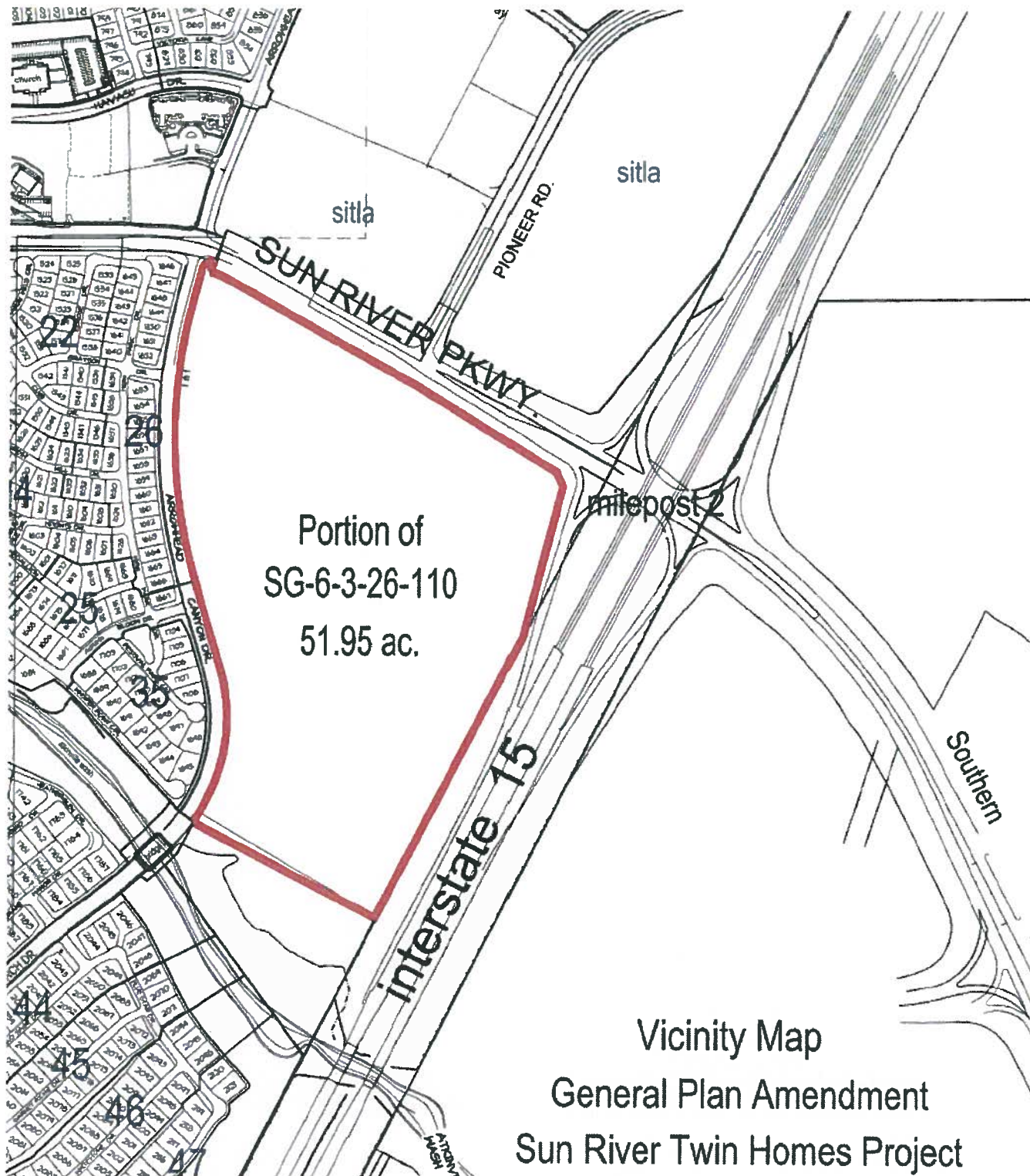
APPLICANT REQUEST

~~EXISTING~~ GENERAL PLAN

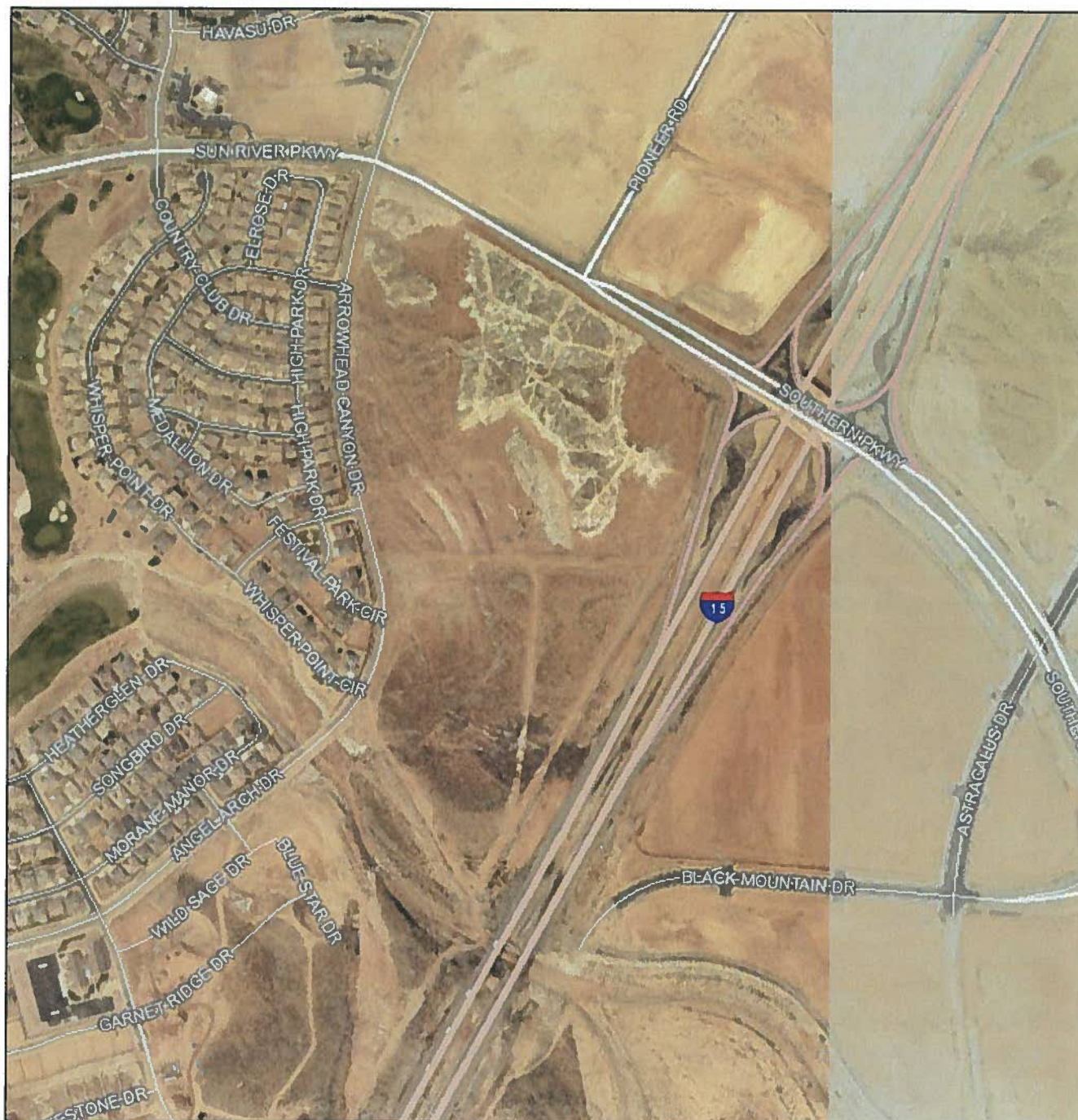


all MHDOR this
Section
(8/27/2015)

SITE



AERIAL

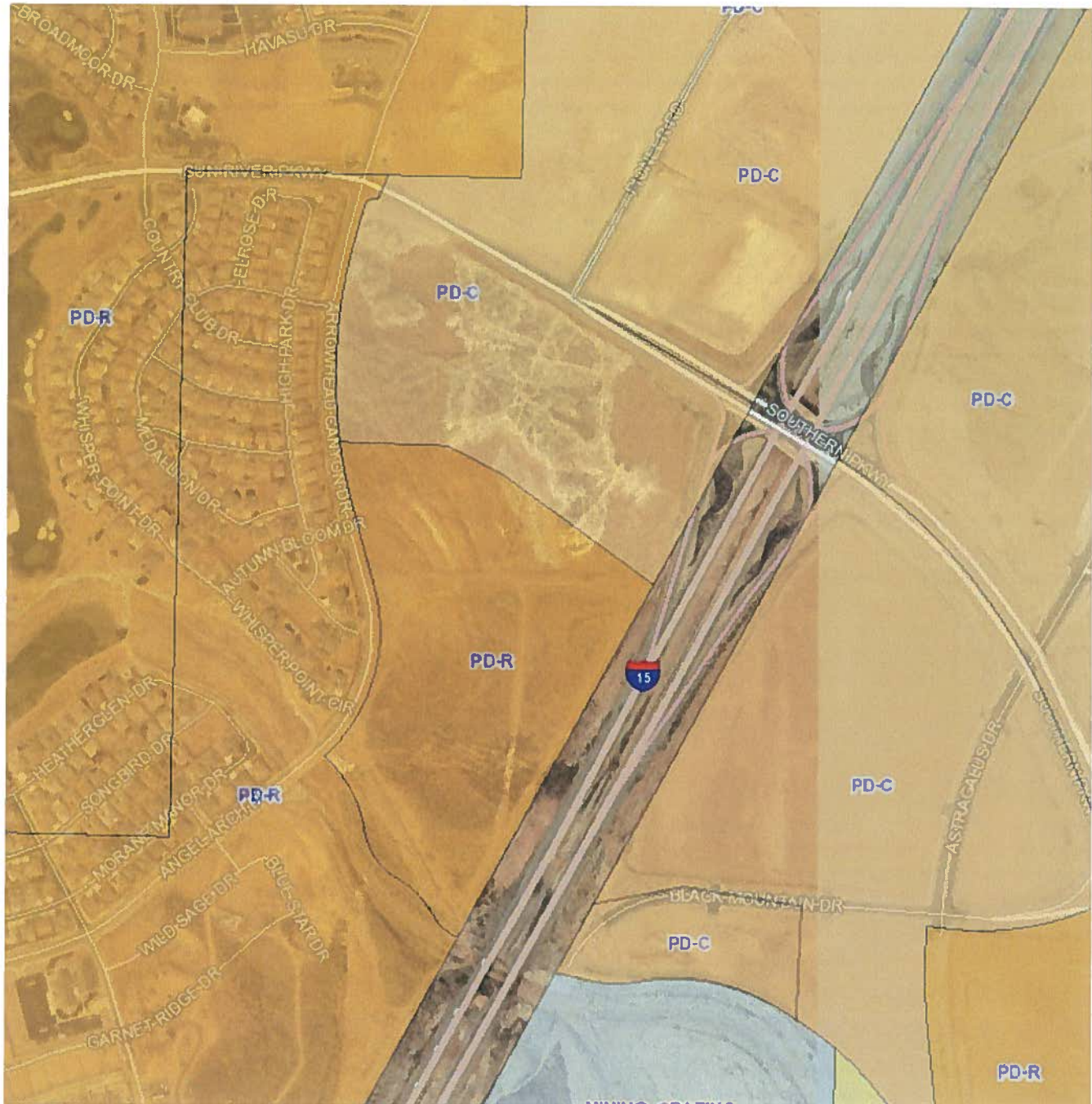


EXISTING GENERAL PLAN



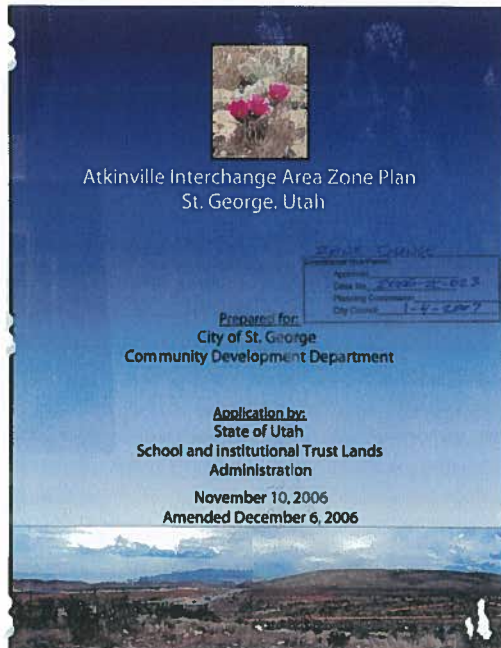
Note: MDR = 5-9 du/ac
MHDR = 10 – 15 du/ac
HDR = 16 or more

EXISTING ZONING

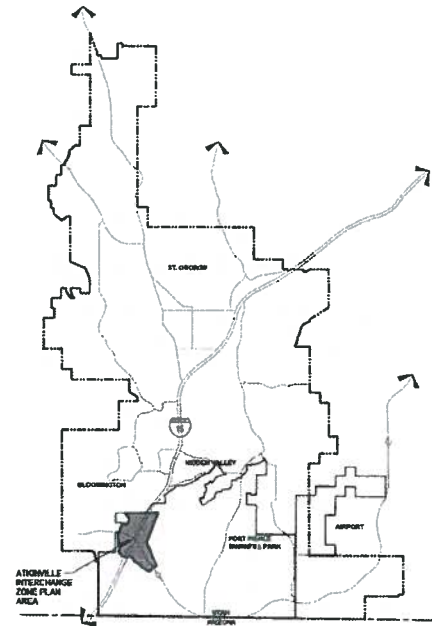


Reference – Atkinville Interchange Area Zone Plan

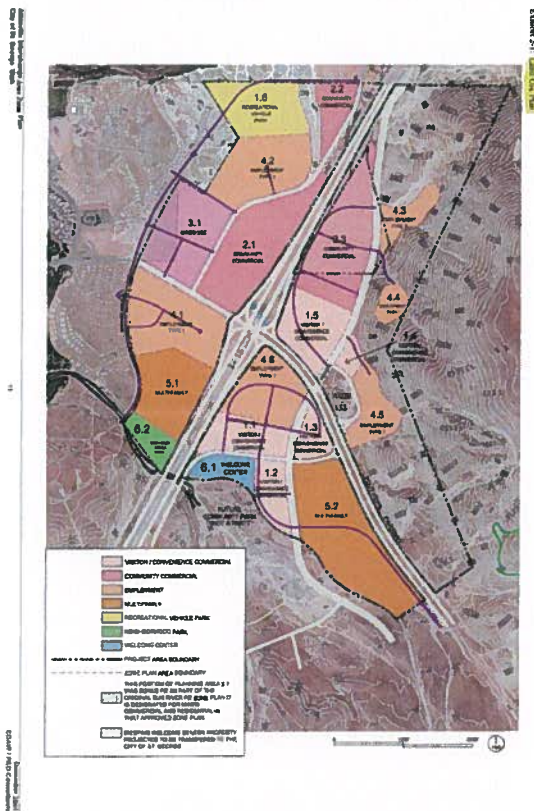
(The following are selected portions from the plan)



Cover



Area



LU Map

Areas 4.1, 5.1, & 6.2 shown
(Note: Area 5.1 originally approved
for Multi-Family)

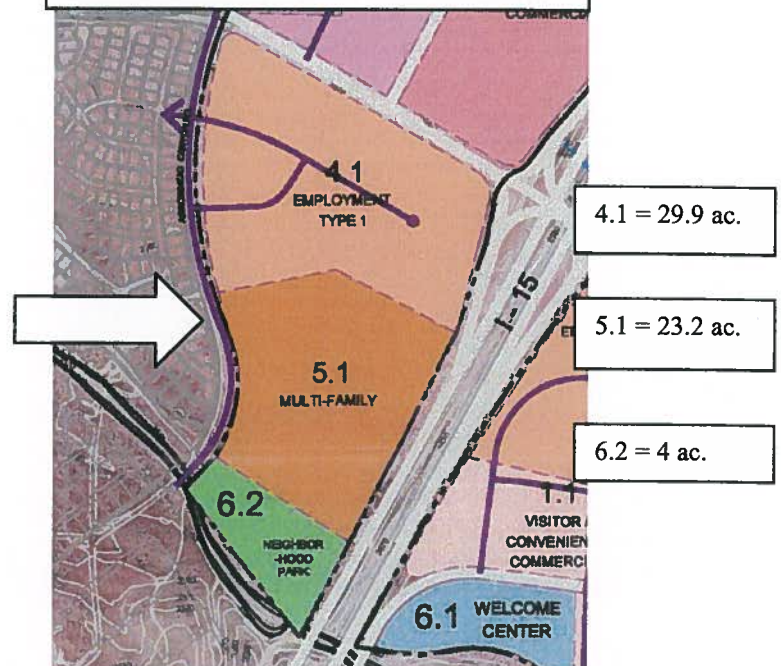



Exhibit 2-2: Land Use Summary Table


<i>Land Use Description</i>	<i>Acres</i>	<i>% Total</i>
Visitor/Convenience Commercial	70.4	13.9
Community Commercial	75.3	14.8
Mixed Use	19.7	3.9
Employment (Type 1)	47.3	9.3
Employment (Type 2)	51.2	10.1
Residential	69.2	13.6
Public Facilities	8.6	1.7
<i>Subtotal Developed</i>	<i>341.9</i>	<i>67.3</i>
Open Space & ROW	166.1	32.7
TOTAL	507.8	100.0

Note: Residential areas are 5.1 & 5.2.

5.1 = 23.2 acres = 371 units (16 du/ac)

5.2 = 46.0 acres = 736 units (16 du/ac)

Portion Page 14 "Residential"

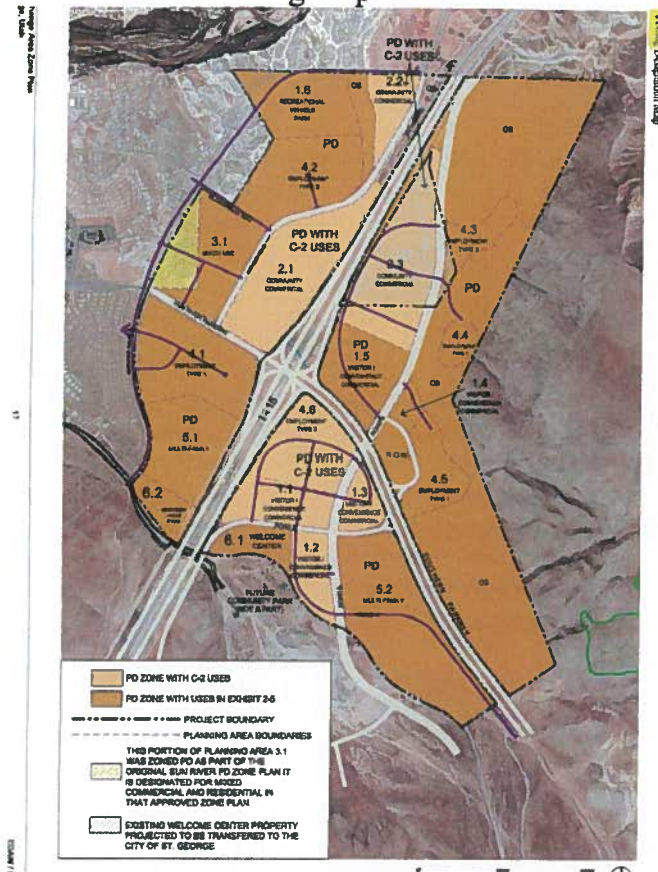
RESIDENTIAL

Two planning areas are designated for residential land use. Both are located adjacent to existing or future residential in Sun River St. George or South Block. They are also both located close to parks, open space and trails which connect to the local retail areas. Proposed residential densities average 16 dwelling units per acre over each of the two planning areas.

The 23.2 acre residential Planning Area 5.1 is located adjacent to a 4.0 acre neighborhood park west of I-15. The total units allowed in this area at an average of 16 DU/Acre is 371. These units may be developed with more than one residential product type ranging from products that have a density of about 10 DU/Ac to 22 DU/Ac. However the total planning area cannot exceed 371 units.

The 46.0 acre residential Planning Area 5.2 is located south of the Southern Parkway and east of Road A. The total units allowed in this area at an average of 16 DU/Ac is 736. These units may be developed with more than one residential product ranging from products that have a density of about 10 DU/Ac to 22 DU/Ac. However the total planning area cannot exceed 736 units.

Zoning Map



2.3 Atkinville Interchange Zone Plan

The Atkinville Interchange Plan Area is proposed to be zoned Planned Development (PD). The zone boundaries are illustrated in Exhibit 2-3 - Zoning Designation Map.

A summary of the Planning Areas, their size, land use, and zoning is included in Exhibit 2-4 - Land Use Summary Table.

On the west side of I-15 all parcels adjacent to the existing Sun River Planned Development Zone are proposed to be zoned PD with permitted uses as listed in Exhibit 2-5. These include Planning Areas 1.6, 3.1, 4.1, 4.2, 5.1, and 6.2. Planning Areas 2.1 and 2.2 are proposed to be zoned PD with uses as permitted in the City of St. George C-2 Zone. Planning Area 2.1 is located north of Sun River Parkway between Pioneer Road and I-15. Planning Area 2.2 is located along Pioneer Road on the north edge of the Zone Plan area.

PD Zone

Exhibit 2-4: Land Use / Planning Area Summary Table

Planning Area	LAND USE (acres)						
	Visitor Oriented Commercial	Community Commercial	Mixed Use	Employment		Residential	Public Facilities
				Type 1	Type 2		ROW & Open Space
1.1	15.1						
1.2	9.9						
1.3	6.6						
1.4	1.0						
1.5	18.9						
1.6	18.9						
2.1		33.9					
2.2		8.1					
2.3		33.3					
3.1			19.7				
4.1				29.9			
4.2					22.9		
4.3					9.6		
4.4				4.5			
4.5				12.9			
4.6							
5.1					18.7		
5.2						23.2	
6.1						46.0	
6.2							4.6
OS							4.0
TOTAL (acres)	70.4	75.3	19.7	47.3	51.2	69.2	166.1
						8.6	166.1

APPLICATION

GENERAL PLAN AMENDMENT APPLICATION & CHECKLIST



ZONE CHANGE REQUESTS WHICH ARE NOT CONSISTENT WITH THE GENERAL PLAN SHALL SUBMIT THIS APPLICATION TO THE COMMUNITY DEVELOPMENT DEPARTMENT

I. PROPERTY OWNER(S) / APPLICANT & PROPERTY INFORMATION

LEGAL OWNER(S) OF SUBJECT PROPERTY: STATE OF UTAH
(KYLE PASLEY)
MAILING ADDRESS: 2303 N. CORAL CANYON BLVD., WASHINGTON, UT 84780
PHONE: (435) 652-2950 CELL: _____ FAX: 652-2952
APPLICANT: SUN RIVER ST. GEORGE DEV. L.C.
(if different than owner)
MAILING ADDRESS: 1404 W. SUN RIVER PKWY. ST. GEORGE, UT 84790
PHONE: (435) 673-4300 CELL: 215-8316 (scott) FAX: 634-1830
EMAIL ADDRESS(ES): scott@sunriver.com & kyle.pasley@utah.gov
CONTACT PERSON / REPRESENTATIVE: Scott McCall 215-8316
(i.e. Developer, Civil Engineer, Architect; if different than owner)
MAILING ADDRESS: SAME AS APPLICANT
PHONE: _____ CELL: _____ FAX: _____
EMAIL ADDRESS(ES): scott@sunriver.com

A general description of the property location is as follows: (Give approx. street address, general location etc., and attach a vicinity map or property plat showing the subject property(s) and the surrounding areas.) Include a 24"x36" (Arch D - paper size) site plan, highlighting the subject property(s) to be changed, suitable for presentation in public meetings.

APPROX. 1280 W. 4700 S.
SE OF THE INTERSECTION OF SUN RIVER PKWY AND
ARROWHEAD CANYON DR.

The General Plan Amendment becomes effective on the hearing date if approved by the City Council. General Plan Amendment hearings are held only four (4) times per year (typically the 1st meeting of the month). A meeting will be scheduled for a Planning Commission hearing in one of the following months: January, April, July, & October.

FOR OFFICE STAFF USE ONLY

CASE #: 2015-GPA-006 FILING DATE: 9/15 RECEIVED BY: [Signature] RECEIPT #: _____

*FEE: \$500 (Filing fee and 1st acre) + \$50.00 per ac for 2-100 ac and \$25 per ac 101-500 and \$10.00 per ac 501-plus

II. ADDITIONAL INFORMATION

Provide the following information: (Attach additional sheets if necessary)

1. What is the present zoning on the property? PD-C (Employment 1) & PD-R
2. What is the current General Plan designation of the property or area? Employment 1 (com) & MDR
3. What is the proposed General Plan designation for the property or area? MHDR
4. What is the purpose for amending the General Plan? (e.g. describe the proposed project)
TO UPDATE THE GEN. PLAN BY ELIMINATING THE EMPLOYMENT 1 COMMERCIAL USE AND CHANGE THE PROPERTY TO HDR TO ACCOMMODATE RESID. PRODUCTS FROM SINGLE FAMILY UNITS TO MULTI FAMILY UNITS.
5. How will the proposed project affect adjoining properties? THE RESIDENTIAL USE IS MORE COMPATIBLE WITH EXISTING ADJACENT PROPERTY
23.2 AC. OF THIS PROPERTY IS ALREADY APPROVED FOR 16 units/ac IN THE ATKINVILLE INT. ZC. P.D.
6. Total acreage of the proposed General Plan change: 51.95 acres
7. Does the subject area/property contain any slopes above 20%, floodplains, or wetlands? If so, please describe: THERE ARE A FEW ACRES OF "BADLANDS" THAT WOULD MEASURE 20%, HOWEVER THEY ARE NOT SUBJECT TO HILLSIDE REVIEW (STATE LANDS)
8. Has a Traffic Impact Study or Traffic Analysis been completed to determine any traffic impacts?
Yes _____ No X
*IF YES, submit the Traffic Impact Study with the application for review by Traffic Engineering.
IF NO, a Traffic Impact Study (TIS) may be required (if determined necessary at Planning Staff Review) to be submitted with this General Plan amendment application or a later Zone Change application.*
WE ANTICIPATE HAVING A TIS FOR THE ZONE CHANGE
8. Will any Master Planned roads be affected by this General Plan Change? ARROWHEAD CANYON DR. WILL BE FULLY IMPROVED TO A 66' RD SECTION INCLUDING A CITY TRAIL ON THE EAST SIDE.
9. Are neighborhood meetings needed to consider the proposed amendment to the General Plan?
Yes _____ No X If yes, please explain: WE DON'T THINK ELIMINATING THE EMPLOYMENT LAND WILL BE OPPOSED.

10. Is the necessary utility capacity available (water, power, sewer and drainage) to serve the zone change parcel? Yes _____ No _____ UNCLEAR

Please describe the projected demand for utility services:

A WATER DEPT. STAFF HAS EXPRESSED CONCERN. HOWEVER, THIS GEN. PLAN. AMENDMENT PROPOSED WON'T MAKE IT MORE DIFFICULT. WATER AVAILABILITY IS BEING DISCUSSED WITH SITLA & THE WATER DEPT. WE ARE CONFIDENT THIS WILL BE RESOLVED BEFORE ZONE CHANGE

III. SUBMISSION CHECKLIST FOR GENERAL PLAN AMENDMENT

(A COMPLETE GENERAL PLAN AMENDMENT APPLICATION MUST BE SUBMITTED A MINIMUM 6 WEEKS PRIOR TO A REGULARLY SCHEDULED PLANNING COMMISSION HEARING IN JANUARY, APRIL, JULY, & OCTOBER)

Development/Project Name (if applicable) SUN RIVER TWIN HOMES PROJECT
(Project name must be previously approved by the Washington County Recorder & City Planning Department)
Developer/Property Owner SUN RIVER ST GEORGE DEV. / SITLA Phone No. 673-4300
Contact Person/Representative SCOTT MCCALL Phone No. 219-8316
Licensed Surveyor (if applicable) _____ Phone No. _____

GENERAL PLAN AMENDMENT PROCEDURE

Step #1 Meet with Planning Staff Review (PSR) – Meets every Tuesday at 8:30 a.m. Call* Community Development at 627-4206 to be scheduled for this meeting.

**Note: Call at least one day in advance to schedule.*

Step #2 Document Submission Checklist*

**Note: This application will be considered incomplete without the following documents*

- ☐ This General Plan Amendment application form completed and signed by all owners;
- ☐ Appropriate Filing Fee Filing Fee: \$500 (filing fee and 1" acre) + \$50.00 per acre for 2-100 acre and \$25 per acre 101-500 and \$10.00 per acre 501-plus
- ☐ County ownership plat with the boundary of the proposed general plan amendment outlined;
- ☐ List of property owners within 500' feet and two sets of mailing labels;
- ☐ **Radius Map** of property owners within 500' feet;
- ☐ Site Plan showing the area to be changed highlighted – minimum size 24" x 36" (Arch D);
- ☐ 8-1/2" x 11" reduction of the site plan;
- ☐ An **electronic copy** (CD or E- mail) of the site plan in JPEG, TIFF or PDF format.

Step #3 Planning Commission and City Council Hearings

Planning Commission public hearings are heard on the 2nd and 4th Tuesday of the month at 5:00 p.m. The application, a site plan highlighting the area of the proposed change, and a County ownership Plat must be complete and submitted at least 6 weeks prior to the hearing. Incomplete or inaccurate applications will not be accepted or scheduled. City Council sets a public hearing date after a recommendation for approval from the Planning Commission, and then there is a 14-day advertising period prior to the public hearing. City Council usually meets on the 1st and 3rd Thursdays of the month

Hearing Dates:

Planning Commission _____
City Council Set Date _____
City Council Hearing Date _____
Council Action _____

Filing Fee: \$500 (filing fee and 1st acre) + \$50.00 per acre for 2-100 acre and \$25 per acre 101-500 and \$10.00 per acre 501-plus

(V. APPLICANT AGREEMENT)

We the undersigned applicant(s) KYLE PASLEY, AGENT FOR SITLA; SCOTT McCALL FOR SUN RIVER
(is)(are) the owner(s) _____
or (agent) of the following property(s) and request the General Plan Amendment change as described above.

Signature _____

Signature _____

Signature _____

Signature _____

Signature _____

Signature _____

Address _____

Address _____

Address _____

Address _____

Address _____

Address _____

Attach additional sheets if necessary for additional owners.

Z:\Common\GP Amendments\GP Application\General Plan Amendment Application_RLV-04 30-2009.doc

Revised 04/30/2009

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY GENERAL PLAN LAND USE MAP FOR 51.95 ACRES LOCATED AT APPROXIMATELY 1280 W 4700 S AND OWNED BY SITLA

WHEREAS, the applicant / property owner has requested a change to the General Plan Land Use Map for property located at approximately 1280 W 4700 S (Southeast of the intersection of Sun River Parkway and Arrowhead Canyon Drive). from E (Employment) and MDR (Medium Density Residential) to MDR (Medium Density Residential) and MHDR (Medium High Density Residential); and

WHEREAS, the City Council held a public hearing on the requested change to the Land Use Map on September 24, 2015; and

WHEREAS, the Planning Commission held a public hearing on August 25, 2015, and

WHEREAS, the City Council has determined that a change to the General Plan is justified at this time and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

NOW, THEREFORE, BE IT ORDAINED, by the St. George City Council, as follows:

Section 1. Repealer. Any provision of the St. George City Code found to be in conflict with this ordinance is hereby repealed.

Section 2. Enactment. The General Plan Land Use Map is hereby amended by changing the land use designation from E (Employment) and MDR (Medium Density Residential) to MDR (Medium Density Residential) and MHDR (High Density Residential) Exhibit 'A' attached.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately upon posting in the manner required by law.

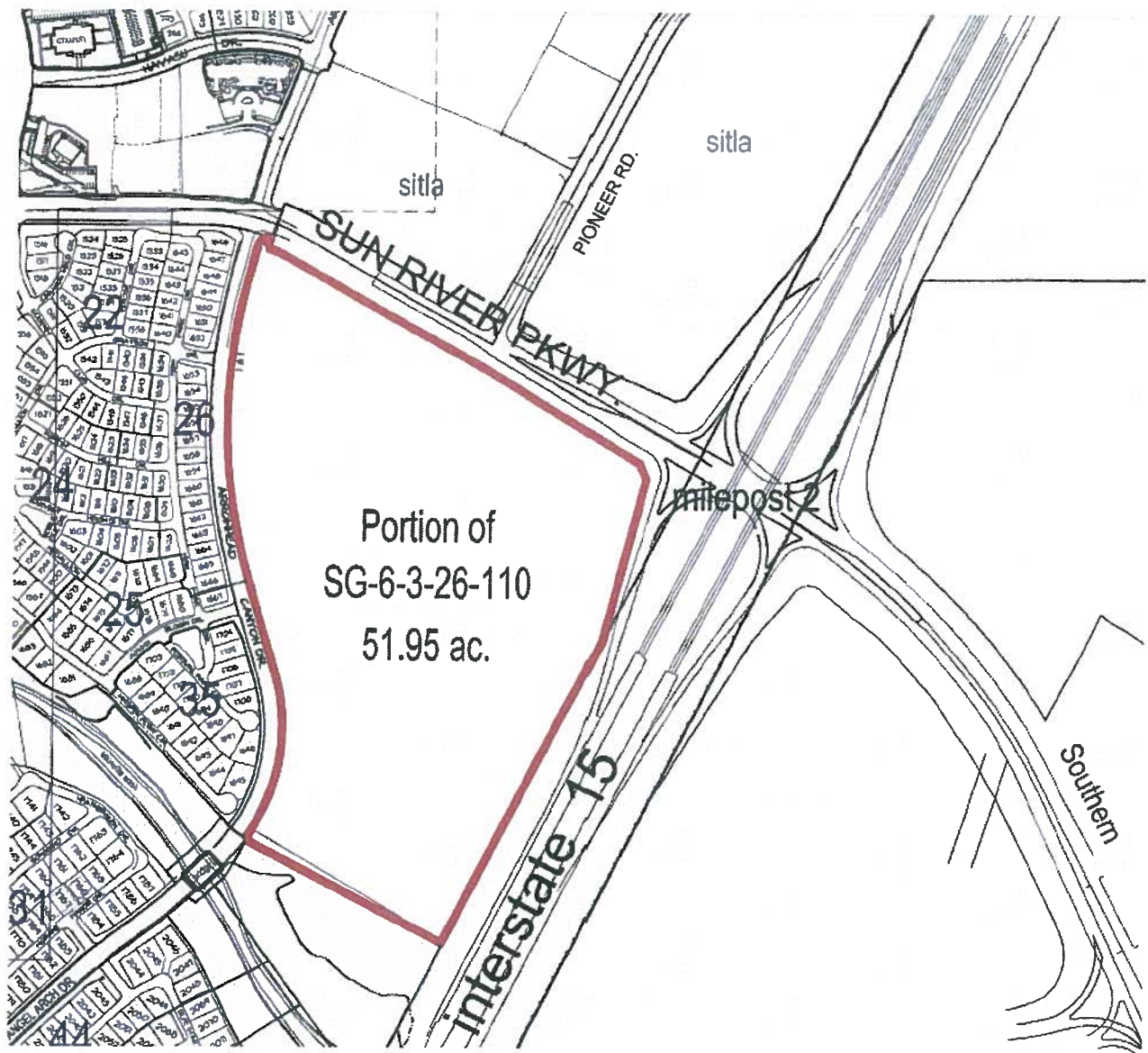
APPROVED AND ADOPTED by the City Council of the City of St. George, this ____ day of September, 2015.

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

EXHIBIT "A"



September 21, 2015

St. George City Council
Community Development Department
St George, Utah 84770

Dear City Council Members and Planning Commission:

Last month several residents of Sun River met with the Planning Commission to give opinions and voice concerns about the proposed zone changes for the "Villas at Sun River" Project. The residents that were able to attend were homeowners of the Festival Park Circle neighborhood as well as others living along Arrowhead Canyon Road. Because the meeting notification was late for some, many residents were unable to attend for differing reasons. However, all residents in our area are very concerned about the impact the proposed zoning change would mean for us.

We were told that the changes would include two story homes, rental units; and, if the proposal is approved, Medium High Density housing. No one in our area wants to have Medium High Density housing directly across the road from our back yards. Who would like to look out the back window at someone in a two story rental looking back at them!

We all felt secure about where we are now living until the property that we were told would be a continuation of Sun River homes was changed. Once we learned that would not be the case we were stunned to find out just what we were going to have to live with. This zoning change, if accepted, would deny all residents living along Arrowhead our full rights to the SUN RIVER LIFE STYLE.

We would no longer be able to enjoy the views because of two story homes. We would not feel safe and secure as the new residents would not have the same rules and regulations as we do. Rental units are a great concern to us with people moving in and out which does not make a stable neighborhood. We are concerned with the water issue, as even now we often experience low water pressure. Increased traffic is already becoming a big problem.

We purchased our homes here in Sun River to last our remaining years! Having this new development directly behind us for the remainder of our lives is not acceptable! As mentioned, no one had an issue with Sun River homes in that area until the area was sold.

Many of us have questioned why this zoning change is being pushed forward so fast. There are several stories flying around about why the big push is on. No matter how many times we hear from the persons promoting this project, we feel it is a big slap in the face that will affect all homeowners along Arrowhead.

This is not right! We purchased our homes in good faith in Sun River in order to live with the same benefits as EVERY OTHER Sun River Resident. Please consider this before making your final decision.

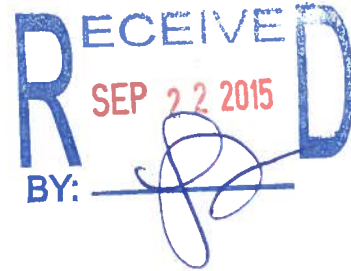
Sincerely,

Diphi A. Brunsen
Wendy Brunsen

Villas @ Sun River

September 21, 2015

St. George City Council
Community Development Department
St George, Utah 84770



Dear City Council Members and Planning Commission:

Last month several residents of Sun River met with the Planning Commission to give opinions and voice concerns about the proposed zone changes for the "Villas at Sun River" Project. The residents that were able to attend were homeowners of the Festival Park Circle neighborhood as well as others living along Arrowhead Canyon Road. Because the meeting notification was late for some, many residents were unable to attend for differing reasons. However, all residents in our area are very concerned about the impact the proposed zoning change would mean for us.

We were told that the changes would include two story homes, rental units; and, if the proposal is approved, Medium High Density housing. No one in our area wants to have Medium High Density housing directly across the road from our back yards. Who would like to look out the back window at someone in a two story rental looking back at them!

We all felt secure about where we are now living until the property that we were told would be a continuation of Sun River homes was changed. Once we learned that would not be the case we were stunned to find out just what we were going to have to live with. This zoning change, if accepted, would deny all residents living along Arrowhead our full rights to the SUN RIVER LIFE STYLE.

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Rental units are a great concern to us with people moving in and out which does not make a stable neighborhood. We are concerned with the water issue, as even now we often experience low water pressure. Increased traffic is already becoming a big problem.

We purchased our homes here in Sun River to last our remaining years! Having this new development directly behind us for the remainder of our lives is not acceptable! As mentioned, no one had an issue with Sun River homes in that area until the area was sold.

Many of us have questioned why this zoning change is being pushed forward so fast. There are several stories flying around about why the big push is on. No matter how many times we hear from the persons promoting this project, we feel it is a big slap in the face that will affect all homeowners along Arrowhead.

This is not right! We purchased our homes in good faith in Sun River in order to live with the same benefits as EVERY OTHER Sun River Resident. Please consider this before making your final decision.

Sincerely,

 Rife A. Brunson

DRAFTAgenda Item Number : **3C**

Request For Council Action

Date Submitted 2015-09-18 12:17:52

Applicant David DeVoe - Rosenberg Associates

Quick Title Public Hearing/Ordinance - Final Plat Amendment

Subject Consider the Final Plat Amendment for The Estates at Valderra by adjusting the Lot Line between Lots 122 & 123 and vacate the Public Utility and Drainage Easement between said Lots.

Discussion The applicant who owns both Lots, would like to adjust the Lot line to accommodate a swimming pool for Lot 122 which has a home built on it. Lot 123 is vacant.

Cost \$0.00

City Manager Recommendation Applicant owns both lots. There are no utility lines in this area. Recommend approval.

Action Taken

Requested by Todd Jacobsen

File Attachments [Ledges.pdf](#)

Approved by Legal Department?

Approved in Budget? **Amount:**

Additional Comments The purpose for this public hearing is because the Public Utility and Drainage Easement is being vacated.

Attachments [Ledges.pdf](#)

When Recorded Return To:
City of St. George
Attorney's Office
175 East 200 North
St. George, Utah 84770

Tax ID: SG-EAV-1-122 and SG-EAV-1-123

ORDINANCE NO. _____

**AN ORDINANCE AMENDING LOTS 122 & 123 OF 'THE ESTATES AT VALDERRA'
SUBDIVISION LOCATED IN ST. GEORGE, WASHINGTON COUNTY, UTAH**

WHEREAS, the City of St. George City Council approved the final plat for THE ESTATES AT VALDERRA Subdivision on or about August 16, 2012, and it was recorded in the Washington County Recorder's Office as document number 20130000968; and

WHEREAS, the owners of the real property within THE ESTATES AT VALDERRA Subdivision have petitioned the City of St. George City Council to amend THE ESTATES AT VALDERRA Subdivision by adjusting the side lot line between Lots 122 & 123, making Lot 122 bigger and Lot 123 smaller, and vacating the existing Public Utilities and Drainage Easement; and

WHEREAS, the owners of the real property will grant to the City of St. George Public Utilities and Drainage Easements along the new side lot lines; and

WHEREAS, City staff has reviewed the petition, and the Planning Commission of the City of St. George has recommended that the City Council approve the amendment of THE ESTATES AT VALDERRA Subdivision as requested; and

WHEREAS, the City Council has determined that amendment of THE ESTATES AT VALDERRA Subdivision is in the best interest of the health, safety, and welfare of the citizens of the City of St. George and is justified at this time.

NOW, THEREFORE, BE IT RESOLVED, by the City of St. George City Council that THE ESTATES AT VALDERRA Subdivision is hereby amended by adjusting the side lot line between Lots 122 and 123, making Lot 122 bigger and Lot 123 smaller, and vacating the existing Public Utilities and Drainage Easement, as described in 'Exhibit A' attached hereto and incorporated herein by this reference. Owners will grant to the City Public Utilities and Drainage Easements along the new side lot lines.

APPROVED AND ADOPTED by the City Council of the City of St. George, this ____ day of _____, 2015.

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

APPROVED AS TO FORM:

Victoria H. Hales 9/22/15
Victoria H. Hales, Assistant City Attorney

Exhibit A

Public Utility & Drainage Easement Vacation

A portion between Lots 122 & 123, The Estates at Valderra

Beginning at a point being South 30°37'55" East 156.62 feet along the westerly line of Lot 122 and North 68°06'32" East 7.59 feet along the lot line from the Northwest Corner Lot 122, The Estates at Valderra, as found on Record at the Washington County Recorder's Office as Entry No. 20130000968, and running;

thence North 30°37'55" West 7.59 feet;
thence North 68°06'32" East 85.36 feet;
thence South 21°58'52" West 20.75 feet;
thence South 68°04'20" West 68.67 feet;
thence North 30°37'55" West 7.59 feet to the Point of Beginning.

DRAFTAgenda Item Number : **3D**

Request For Council Action

Date Submitted 2015-09-17 11:51:17

Applicant City of St. George - Jay Sandberg

Quick Title Public Hearing/Ordinance - Public Street Vacation

Subject Consider vacating a portion of a Public Roadway for 3000 East St.

Discussion This is located on the north side of 1450 South St. at the intersection of 3000 East St. and 1450 South St. This portion of roadway is no longer needed with the new alignment of this intersection.

Cost \$0.00

City Manager Recommendation This parcel is not needed with the new alignment of the intersection.

Action Taken

Requested by Todd Jacobsen

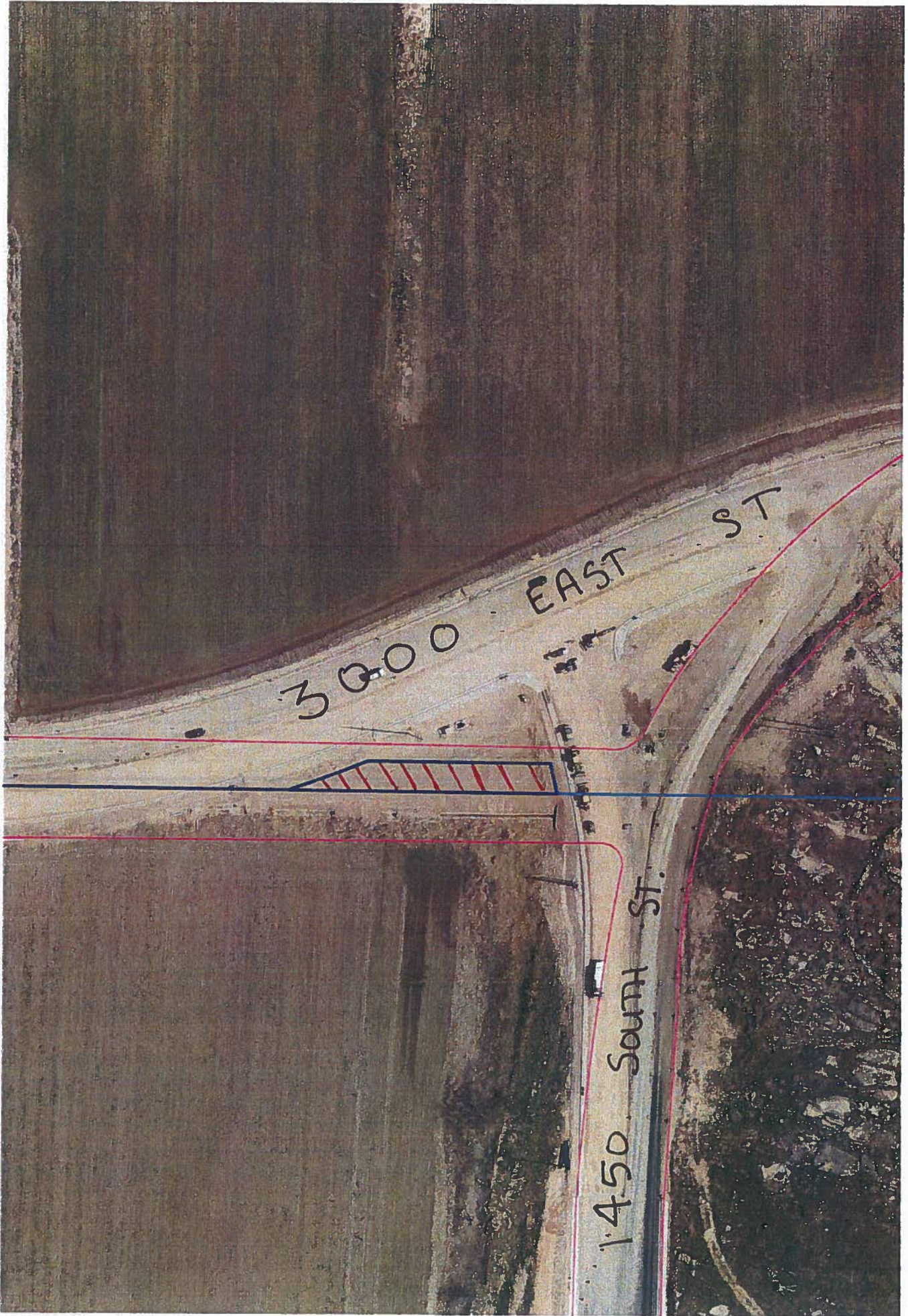
File Attachments [3000 East and 1450 South.pdf](#)

Approved by Legal Department?

Approved in Budget? **Amount:**

Additional Comments This item also goes along with the Purchase and Sale Agreement with Ancestor Estates, LLC. also on this agenda. This item should be heard first with the Purchase and Sale agreement second.

Attachments [3000 East and 1450 South.pdf](#)



When Recorded Return To:
City of St. George
City Recorder's Office
175 East 200 North
St. George, UT 84770

ORDINANCE NO. _____

Tax ID: SG-PL

**VACATING A PORTION OF A PUBLIC ROADWAY AT 3000 EAST AND 1450 SOUTH
IN ST. GEORGE, WASHINGTON COUNTY, UTAH**

WHEREAS, petition was received by this Council requesting that it vacate a portion of an existing Public Roadway and right of way belonging to the City of St. George located at 3000 East and 1450 South, as shown on the C.W. Seegmiller Survey, and more particularly described in Exhibit A; and

WHEREAS, the roadway and right of way alignment of this portion of 3000 East and 1450 South changed, and the vacated portion will not be needed due to the alignment change; and

WHEREAS, it appears it will not be detrimental to the general public interest, and there is good cause for vacating the existing Public Roadway and right-of-way;

NOW, THEREFORE, BE IT RESOLVED by the City of St. George City Council:

A portion of the Public Roadway and right of way at 3000 East and 1450 South in St. George, Washington County, Utah, described in 'Exhibit A' attached hereto and incorporated herein, is hereby vacated. This ordinance is effective immediately upon adoption and recordation in executed form in the Office of the Washington County Recorder.

APPROVED AND ADOPTED by the City Council of the City of St. George, this _____ day of _____, 2015.

CITY OF ST. GEORGE

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

APPROVED AS TO FORM:

V.H. Hales 9/22/15
Victoria H. Hales, Assistant City Attorney



Bush and Gudgeon, Inc.
Engineers • Planners • Surveyors
Salt Lake City - St. George
www.bushandgudgeon.com

EXHIBIT A

St. George City
Parcel 4

LEGAL DESCRIPTION:

BEGINNING AT A POINT N 89°16'03" W 2646.53 FEET ALONG THE CENTER SECTION LINE TO THE CENTER SECTION CORNER AND S 0°31'50" W 1377.48 FEET ALONG THE CENTER SECTION LINE FROM THE EAST 1/4 CORNER OF SECTION 34, T 42 S, R 15 W SLB & MERIDIAN, POINT ALSO BEING ON A 1005.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS N 71°29'15" E, AND RUNNING THENCE ALONG THE ARC OF SAID CURVE 69.04 FEET THROUGH A CENTRAL ANGLE OF 3°56'10" TO A POINT ON THE WEST LINE OF BLOCK 2, SEEGMILLER SURVEY; THENCE S 0°31'50" W 149.39 FEET ALONG SAID LINE TO A POINT ON A 588.31 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS N 14°54'55" W; THENCE ALONG THE ARC OF SAID CURVE 25.53 FEET THROUGH A CENTRAL ANGLE OF 2°29'12" TO A POINT ON THE SAID CENTER SECTION LINE; THENCE N 0°31'50" E 220.09 FEET ALONG SAID LINE TO THE POINT OF BEGINNING.

CONTAINS 4,547 SQ FT 0.104 ACRE MORE OR LESS

RRH
121208

EAST 1/4 CORNER SECTION
34, TOWNSHIP 42 SOUTH,
RANGE 15 WEST, SALT LAKE
BASE AND MERIDIAN

BLOCK 2, C.W.
SEEGMILLER
SURVEY

PROPERTY RESERVE INC
SG-6495-A-4

3000 EAST STREET

N 89°16'03" W 2646.53'

S 0°31'50" W 1377.48'

10.00'

R=1005.00'
L=69.04'
Δ=3°56'10"
T=34.53'

P.O.B.

N 0°31'50" E 220.09'

S 0°31'50" W 149.39'

N 14°54'55" W (R)
L=25.53'
Δ=2°29'12"
T=12.77'

R=588.31'
L=25.53'
Δ=2°29'12"
T=12.77'

ANCESTOR ESTATES LC
SG-5-2-34-310011



EXHIBIT A-1

CITY OF ST GEORGE
PARCEL 4

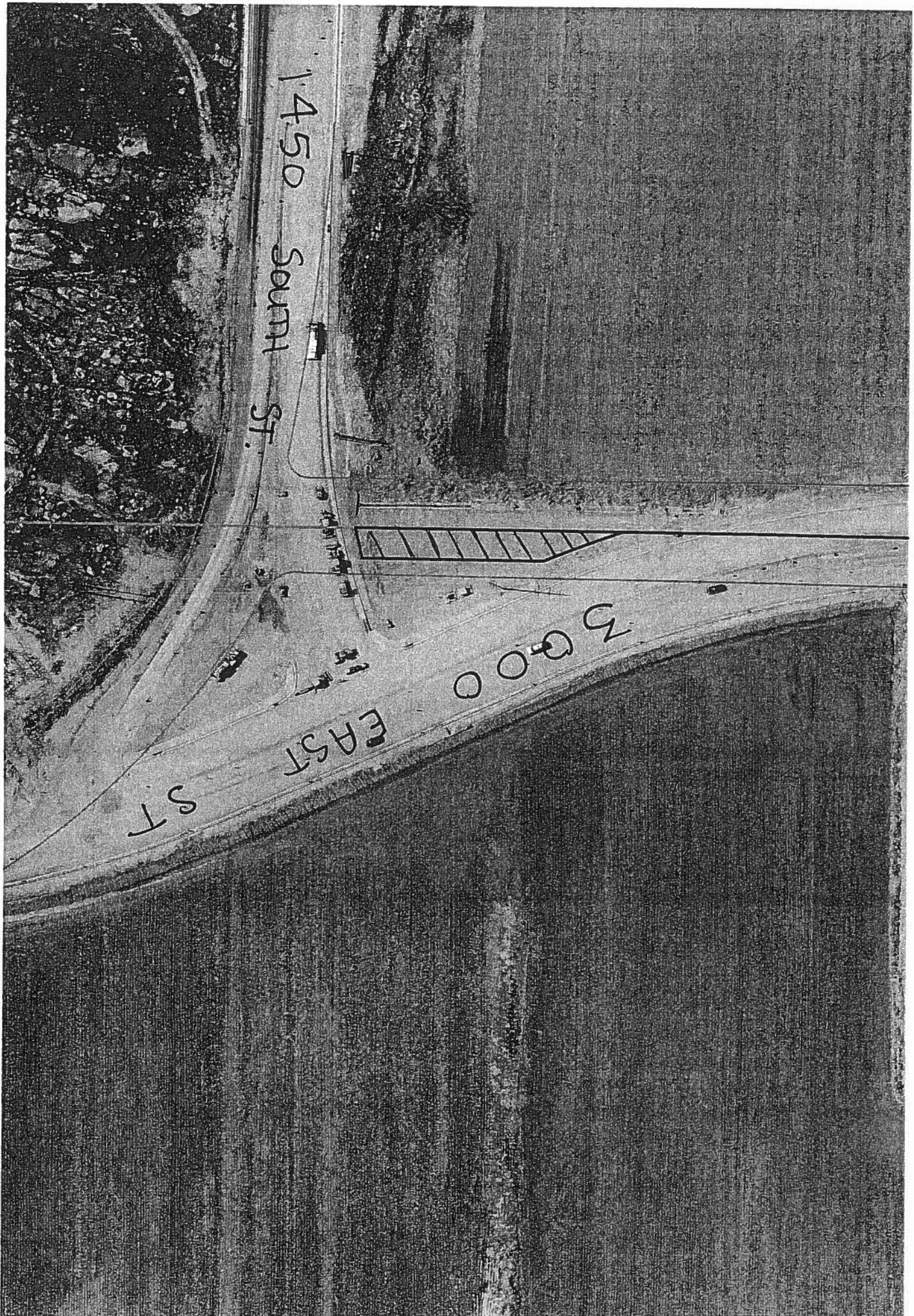
JOB NO. 121208



BUSH & GUGGELL, INC.

Engineers - Planners - Surveyors

205 East Tabernacle Suite #4
St. George, Utah 84770
Phone (435) 673-2337 / Fax (435) 673-3161



DRAFT

Agenda Item Number :

4A

Request For Council Action

Date Submitted 2015-09-18 12:22:43

Applicant David Grygla - Alpha Engineering

Quick Title Ordinance - Final Plat Amendment

Subject Consider amending the Final Plat of Quail Valley Estates by adjusting the rear Lot lines of Lot 8, 11 & 12.

Discussion Lot 11 and 12 will deed a portion of their lots to Lot 8. The purpose for this amendment is to place the Lot line on the fence line that was built on the ground.

Cost \$0.00

City Manager Recommendation Housekeeping item. No major changes just trying to get the property lines to reflect the fence already in existence.

Action Taken

Requested by Todd Jacobsen

File Attachments [Quail Valley Estates.pdf](#)

Approved by Legal Department?

Approved in Budget? **Amount:**

Additional Comments No utilities are being vacated, they will remain in place.

Attachments [Quail Valley Estates.pdf](#)

When Recorded Return To:
City of St. George
Attorney's Office
175 East 200 North
St. George, Utah 84770
Tax ID: SG-QVE-8, SG-QVE-11, SG-QVE-12

ORDINANCE NO. _____

**AN ORDINANCE AMENDING LOTS 8, 11 & 12 OF 'QUAIL VALLEY ESTATES'
SUBDIVISION LOCATED IN ST. GEORGE, WASHINGTON COUNTY, UTAH**

WHEREAS, the City of St. George City Council approved the final plat for QUAIL VALLEY ESTATES Subdivision on March 18, 1984, and it was recorded in the Washington County Recorder's Office as document number 263564; and

WHEREAS, the owner of real property within QUAIL VALLEY ESTATES Subdivision has petitioned the City of St. George City Council to amend QUAIL VALLEY ESTATES Subdivision by adjusting the rear lot lines of Lot 11 and Lot 12 making the lots smaller, and adjusting the rear lot line of Lot 8 making it bigger, in order to match existing block walls as they were built on the ground, but without adjusting the existing Public Utilities and Drainage Easements; and

WHEREAS, City staff has reviewed the petition, and the Planning Commission of the City of St. George has recommended that the City Council approve the amendment, of Quail Valley Estates Subdivision as requested; and

WHEREAS, the City Council has determined that amendment of QUAIL VALLEY ESTATES Subdivision is in the best interest of the health, safety, and welfare of the citizens of the City of St. George and is justified at this time.

NOW, THEREFORE, BE IT RESOLVED, by the City of St. George City Council that Quail Valley Estates Subdivision is hereby amended by adjusting the rear lot lines of Lot 11 and Lot 12 making the lots smaller, and adjusting the rear lot line of Lot 8 making it bigger, in order to match the existing block walls as they were built on the ground, but without adjusting the existing Public Utilities and Drainage Easements.

APPROVED AND ADOPTED by the City Council of the City of St. George, this ____ day of _____, 2015.

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

APPROVED AS TO FORM:

V. H. Hales 9/22/15
Victoria H. Hales, Assistant City Attorney

DRAFT

Agenda Item Number :

4B

Request For Council Action

Date Submitted 2015-09-10 14:27:33**Applicant****Quick Title** Ordinance Repealing Section 7-1-8 of the St. George City Code

Subject This Ordinance repeals Section 7-1-8 of the City Code which prohibits persons from riding bicycles on sidewalks within the City unless the sidewalk has been designated by the City Council for such use. The law governing riding bicycles on sidewalks would then revert to the Utah Code which allows such use unless prohibited by a traffic control device or by ordinance.

Discussion**Cost** \$0.00

City Manager Recommendation This change brings our ordinance in conformance with State law and would allow bikes on sidewalks unless prohibited by a traffic control device. Recommend approval.

Action Taken**Requested by** Shawn Guzman**File Attachments** [Repeal Bicycle Ordinance Redline.docx](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** [Repeal Bicycle Ordinance Redline.docx](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. GEORGE, UTAH, AMENDING TITLE 7, CHAPTER 1, SECTION 8 OF THE ST. GEORGE CITY CODE REPEALING THE CURRENT LANGUAGE AND DESIGNATING THAT SECTION AS "RESERVED."

WHEREAS, The Utah State Code includes language regulating the use of bicycles on sidewalks; and

WHEREAS, Title 7, Chapter 1, Section 8 of the St. George City Code also includes language regulating the use of bicycles on sidewalks within the City; and

WHEREAS, the City Code provisions regulating the use of bicycles on City sidewalks is no longer needed and may cause confusion with the Utah State Code regarding the regulation of bicycles on sidewalks within the City; and

WHEREAS, the City desires to eliminate confusion regarding the use of bicycles on City sidewalks and promote a safe environment for bicyclists within the City for the preservation and protection of the health, safety and welfare of the residents of the City.

NOW THEREFORE BE IT HEREBY ORDAINED by the City Council of the City of St. George, Utah as follows:

Section 1. Repealer. Any provision of the St. George City Code found to be in conflict with this ordinance is hereby repealed.

Section 2. Enactment. Title 7, Chapter 1, Section 8: RIDING BICYCLES ON SIDEWALKS is hereby amended to read as follows:

7-1-8: RESERVED

BE IT FURTHER ORDAINED that this Ordinance shall take effect immediately upon publication and posting as required by law.

PASSED AND APPROVED this ____ day of _____, 2015.

CITY OF ST. GEORGE, UTAH:

JONATHAN T. PIKE, Mayor

ATTEST:

CHRISTINA FERNANDEZ, City Recorder

A roll call vote was taken with the following results:

<u>NAME</u>	<u>VOTE</u>
Councilmember Almquist	_____
Councilmember Hughes	_____
Councilmember Randall	_____
Councilmember Bowcutt	_____
Councilmember Arial	_____

ORDINANCE NO. _____

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WHEREAS, the City desires to eliminate confusion regarding the use of bicycles on City sidewalks and promote a safe environment for bicyclists within the City for the preservation and protection of the health, safety and welfare of the residents of the City.

NOW THEREFORE BE IT HEREBY ORDAINED by the City Council of the City of St. George, Utah as follows:

Section 1. Repealer. Any provision of the St. George City Code found to be in conflict with this ordinance is hereby repealed.

Section 2. Enactment. Title 7, Chapter 1, Section 8: RIDING BICYCLES ON SIDEWALKS is hereby amended to read as follows:

7-1-8: ~~RIDING BICYCLES ON SIDEWALKS~~: RESERVED

~~It shall be unlawful for any person to ride any bicycle upon any sidewalk within the city, except sidewalks that may be designated for bicycle riding by the city council.~~

BE IT FURTHER ORDAINED that this Ordinance shall take effect immediately upon publication and posting as required by law.

PASSED AND APPROVED this ____ day of _____, 2015.

CITY OF ST. GEORGE, UTAH:

DRAFTAgenda Item Number : **4C**

Request For Council Action

Date Submitted 2015-09-15 15:10:41**Applicant** Paula Houston**Quick Title** Ordinance enacting procedures for paratransit services onSunTran**Subject** An Ordinance to enact procedures to establish the eligibility factors and the appeal process for paratransit services**Discussion** The federal law requires procedures to be established to determine who qualifies for paratransit services. It also requires the agency to have an appeal process for an applicant who is found not to meet the eligibility requirements for paratransit services and was therefore denied service.**Cost** \$0.00**City Manager Recommendation** Housekeeping item to establish eligibility requirements for para-transit users and establish an appeal process for those who are denied service and want to appeal that denial.**Action Taken****Requested by** Paula Houston**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

ORDINANCE NO. _____

**AN ORDINANCE ENACTING TITLE 8 CHAPTER 7,
SUNTRAN SERVICES**

WHEREAS, SunTran is to provide paratransit services to clients as required by the federal law;
and

WHEREAS, in order to provide paratransit services SunTran must establish a process to determine which clients are eligible for these services and provide an appeal process for clients which may be denied paratransit services; and

WHEREAS, the City Council has determined that this ordinance is in the best interest of the health, safety, and welfare of the citizens of the City of St. George and is justified at this time.

NOW, THEREFORE, BE IT ORDAINED, by the St. George City Council, as follows:

Section 1. Repealer. Any provision of the St. George City Code found to be in conflict with this ordinance is hereby repealed.

Section 2. Enactment. Title 8 Chapter7 is enacted to read as follows:

8-7-1: PARATRANSIT ELIGIBILITY: Paratransit service is available for people with physical, cognitive or visual disabilities who are functionally unable to independently use the fixed route bus service either all of the time, temporarily, or only under certain circumstances. Disability alone does not determine paratransit eligibility.

A. Evaluation Procedure: The individual requesting paratransit services must complete a city approved form, submit it to SunTran and appear in person for a scheduled evaluation.

1. The applicant must complete the evaluation.
2. The applicant must provide verification of disability if requested.
3. The applicant must state why they cannot use the fixed route bus service.
4. The functional evaluation assesses the physical abilities of the applicant and their physical ability to use the bus system. The assessment will consist of activities such as boarding and riding a fixed route bus, negotiating various inclines, surfaces, curb, curb-cuts, and crossing streets. Skills evaluated include balance, strength, coordination, and range of motion.
5. The cognitive ability assessment is assessed by evaluating bus travel skills, community safety skills, and general orientation. It assesses the applicant's ability to use the proper money, how to know what bus to get on, where to get off the bus, how to let the driver know what they need, if they become confused or disoriented or other cognitive issues that may make it so the applicant cannot ride the fixed route bus.

B. Categories of Eligibility: People classified by the city as eligible for paratransit service are assigned an eligibility category that is consistent with their ability to use the fixed route bus. The categories are:

1. **Unconditional**, if the applicant is determined to be unable to independently use the fixed route bus, even with training. A rider might receive unconditional eligibility but still be transported through a "seamless" transfer (the paratransit service waits for the fixed route bus) to a fixed route bus.
 2. **Temporary**, if the applicant is unable to use the fixed route bus for a limited period of time then the applicant may use the paratransit service during that time.
 3. **Transitional**, if the applicant is determined to be able to learn to use the fixed route bus with training applicant may use the paratransit service while learning to use the fixed route bus.
 4. **Conditional**, if the applicant can use the fixed route bus sometimes, but may require paratransit service in special circumstances when the interaction of the applicant's disability and the environment or a special circumstance creates a barrier for safe, independent use of the fixed route bus for a particular trip. Examples of conditional eligibility include people with extreme fatigue after dialysis, or a bus stop which requires a person who is blind to negotiate a dangerous pedestrian area, like a large open parking lot with no reference points.
- C. **Ineligible**, if the applicant has the physical and cognitive ability to use the fixed route bus or fails to comply with the requirements provided in this Chapter, the applicant shall be classified as ineligible and the applicant's application shall be denied.
- D. **Visitors**, SunTran shall provide paratransit service to visitors. A visitor is defined as an individual with disabilities who does not reside in jurisdiction(s) served by SunTran. SunTran shall treat visitors as eligible for paratransit service for those visitors who present documentation that they are ADA paratransit eligible. SunTran shall make the service to a visitor required by this section available for any combination of 21 calendar days during any 365-day period beginning with the visitor's first use of the service during such 365-day period. In no case shall SunTran require a visitor to apply for or receive eligibility certification from SunTran before receiving the service required by this section.
- E. The applicant shall be given documentation stating the applicant's name, SunTran's name, address, and the telephone number for the paratransit coordinator, the expiration date for eligibility, and any conditions or limitations on the applicant's eligibility including the use of a personal care attendant.
- F. Recertification may be required on an annual basis, or sooner if deemed appropriate by SunTran at its sole discretion.
- G. Service to an applicant may be suspended if there is a pattern or practice of missing scheduled trips or applicant creates other problems for other paratransit users. SunTran shall give notice to the individual identifying the basis for the suspension. The individual may protest the decision by meeting with the director or a designee to provide information and arguments on why there should be no suspension. SunTran will provide a written notice of the decision and the reason for the decision.

8-7-2: PARATRANSIT ELIGIBILITY APPEAL BOARD:

- A. Created: In order to hear and decide appeals of decisions or determinations made by the SunTran staff relative to the application and interpretation of the eligibility of the applicant for paratransit services, there is hereby created the Paratransit Eligibility Appeal Board. The board shall consist of three (3) members. One member shall be a St. George City employee

1 assigned by the city manager to serve on the board. The other two members shall be
2 residents of the city with one member being a physician and one being a citizen and both of
3 these two members shall be appointed by the mayor with approval of the city council.
4 Appointed members of the board shall serve without compensation. The board may adopt
5 procedures for conducting its business.

6 B. Right of Appeal: A paratransit applicant has a right to appeal the denial of a request for
7 paratransit service if the applicant believes the staff decision or determination is unjust or that
8 there is not good cause for denying the service. The appeal must be made in writing and must
9 be given to the SunTran office within sixty (60) days after the notice of denial was given to
10 the applicant. Failure to file a timely appeal shall be considered a waiver of the right to
11 appeal. A hearing before the appeal board shall be held no less than thirty (30) days after the
12 appeal is received by city.

13 C. Hearing: The hearing shall be open to the public but may be closed by the board at anytime
14 due to the confidential nature of the information being presented. The applicant shall have
15 the right to present new information or arguments about why applicant believes the eligibility
16 determination should be overturned. A SunTran representative shall present the information
17 considered to determine the applicant's eligibility for paratransit services. The applicant shall
18 have the right to present any additional information or argument. The board members may
19 ask questions at anytime during the hearing process and may ask for additional information.
20 The board may reschedule or continue the hearing to give the parties time to provide the
21 additional information if the board determines that it is appropriate. The board shall
22 deliberate and render a decision on the appeal. The board deliberations may be in private.

23 D. Decision: The concurring vote of two (2) members of the board is required to make a
24 decision. The decision shall be given in writing to the parties within 30 days of the hearing.
25 If the decision is that the applicant is ineligible, the determination shall state the reasons for
26 the finding. An applicant adversely affected by the decision may appeal the decision of the
27 board to the city manager. The city manager shall follow the same procedures as the board.
28 The decision of the city manager is final. The applicant may file a petition in the District
29 Court for a review of the decision which review shall be a review of the record. The District
30 Court shall presume the board's decision is valid and shall review the record to determine
31 whether or not the decision was arbitrary, capricious or illegal. The decision of the board is
32 final.

33
34 **Section 3. Severability.** If any provision of this Ordinance is declared to be invalid by a court of
35 competent jurisdiction, the remainder shall not be affected thereby.
36

37 **Section 4. Effective Date.** This Ordinance shall take effect immediately upon posting in the
38 manner required by law.
39

APPROVED AND ADOPTED by the City Council of the City of St. George, this ____ day of
_____, 2015.

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

DRAFTAgenda Item Number : **5A**

Request For Council Action

Date Submitted 2015-07-31 09:15:52**Applicant** Laurie Mangum**Quick Title** Resolution Amending and Adopting Net Metering Program and Fees**Subject** Request approval of the revisions to the Net Metering Program as discussed in the recent work meeting.

Discussion This request is to approve the changes to the net metering program with respect to adding the following fees: Application Fee \$245.00, Meter Fee \$315 for single phase, \$435 for 3 phase meters and a Solar Reliability monthly charge for residential solar customers based on system size. The fees as well as the Renewable Wholesale Rate which is the rate paid to customers that generate a kWh credit for 12 month period will be reviewed annually and adjusted as needed to reflect the cost to the utility.

Cost \$0.00

City Manager Recommendation This item was discussed at a work meeting and changes our policy to reflect the issues discussed at that work meeting.

Action Taken not heard**Requested by** Laurie Mangum**File Attachments** [Net Metering Program 5.20.15.doc](#)**Approved by Legal Department?****Approved in Budget?** Amount:**Additional Comments****Attachments** [Net Metering Program 5.20.15.doc](#)

CITY OF ST.GEORGE Energy Services Department (SGESD)	Renewable Net Metering Program ESD-PRG-001-1	<u>Document No.</u> ESD-PRG-001-1	<u>Revision No.</u> 3.0	<u>Review Cycle</u> Annually
		<u>Effective Date</u> 10/15/2005	<u>Review Date</u> 06/01/2015	<u>Creation Date</u> 10/15/2005
<u>References</u> Renewable Net Metering Agreement, Renewable Net Metering Policy			<u>Reviewer</u> R Fleming	<u>Owner</u> R Fleming

REVISION HISTORY				
City of St. George Energy Services Department Renewable RENEWABLE NET METERING PROGRAM ESD-PRG-001-1 DOCUMENT NO. ESD-PRG-001-1				
Revision No.	Effective Date	Description	Reviewer	Approved By
3.0	06/2015	Program updated to reflect changes in fees and program updates.	R Fleming	
		Signature:		
		Date:		
0.0	10/15/2005	Document created.	R Fleming	City Council

Scope

This program sets forth requirements for the interconnection of customer electric generating facilities that generate renewable energy, within the City of St. George Energy Services Department (SGESD) distribution system. SGESD is a municipal electric utility located in St. George Utah.

Definitions

The following words and terms, when used in this policy shall have the following meanings, unless the context clearly indicates otherwise.

"Customer Generator" means a SGESD customer that generates electricity, on the customer's side of the meter and receives an electric utility bill from the City of St. George.

"Customer Generating Facility" means the equipment used by a Customer Generator to generate, manage, and monitor electricity. A Customer Generating Facility typically includes an electric generator and/or an equipment package, as defined herein.

"Customer Load" means the kilowatt hours (kWh) used by Customer Generator within a month to supply their home with energy.

"Electric distribution system" means that portion of an electric system which delivers electricity from transformation points on the transmission system to points of connection at a Customer Generator's premises. An electric distribution system generally carries less than 69 kilovolts (kV) of electricity.

"Equipment package" means a group of components connecting an electric generator with an electric distribution system, and includes all interface equipment including switchgear, inverters, or other interface devices. An equipment package may include an integrated generator or electric source.

"IEEE" means the standards published by the Institute of Electrical and Electronic Engineers, available at www.ieee.org.

"Renewable Net Metering Agreement" means an agreement between a Customer Generator and the City which governs the connection of the Customer Generating Facility to the electric distribution system, as well as the ongoing operation of the Customer Generating Facility after it is connected to the system. An interconnection agreement will follow the standard form agreement developed by the SGESD and posted on the City's web site, www.sgcity.org.

"kW" means kilowatt, a unit of power representing 1,000 watts. A kW equals 1/1000 of a MW, as defined herein.

“kWh” A unit of energy equivalent to one kW of power expended for one hour.

“MW” means megawatts, a unit of power representing 1,000,000 watts. A megawatt equals 1000 kW.

“Net metering” means a system of metering electricity in which the City:

1. Credits a Customer Generator for energy produced in excess of the Customer Load.
2. Compensates the Customer Generator at the end of the annual billing period for any remaining kWh credits, at a rate equal to the Renewable Power Rate Available to SGESD.

“Renewable Power Rate Available” means the average price of energy delivered for a renewable portfolio which is available to SGESD.

“Renewable Energy” means a system that generates solar power which is installed in the SGESD service territory.

“Solar Reliability Charge” means the monthly charge to Residential Customer Generators for capacity not collected in generated kWh.

Net Metering General Provisions

SGESD will make net metering available to eligible SGESD Customers on a first come, first-served basis. Fees, Renewable Power Rate Available and Solar Reliability Charge for the Net Metering Program are defined in Appendix 1.

SGESD will offer net metering to their customers that generate electricity, on the customer's side of the meter using Renewable Energy sources, provided that the generating capacity of the Customer Generating Facility does not exceed the customer's peak electric needs or exceed the capacity of the distribution circuits.

If, in a given monthly billing period, a Customer Generator supplies more electricity to the electric distribution system than SGESD delivers to the Customer Generator, SGESD will credit the Customer Generator for the excess kWh. To do this, the City will reduce the Customer Generator's bill for the next monthly billing period to compensate for the excess electricity in the previous billing period. If a kWh credit is generated for twelve (12) consecutive months, SGESD will buy that amount of kWh at the Renewable Power Rate Available.

If using a contractor to install the equipment, a Utah licensed electrical contractor (S200, S201 or S202) must install the photovoltaic systems. The contractor must

obtain a current City of St. George Business License and complete the SGESD Pre-Qualified Solar PV Contractor class.

The City will provide the following review procedures for applications for interconnection of customer-generating facilities:

Level 1 – SGESDS will use this review procedure for all applications to connect inverter-based Customer Generating Facilities, which has a power rating of 10 kW or less AC installed and is a single phase system.

Level 2 – SGESD will use this review procedure for applications to connect Customer Generating Facilities with a power rating above 10 kW AC to a maximum of 250 kW AC or:

- Any system that includes a generator or battery storage or;
- any three phase system or;
- Commercial customer installation. Any three phase system or system installed for a commercial customer is required to be designed and stamped by an electrical engineer licensed in the State of Utah.

SGESD will designate an employee from which a customer can obtain basic application forms and information through an informal process. On request, this employee will provide all relevant forms, documents, and technical requirements for submittal of a complete application for interconnection review under this section, as well as specific information necessary to contact the SGESD representatives assigned to review the application.

Upon request, SGESD staff will meet with a customer who qualifies for an interconnection review to assist them in preparing the application.

An application for interconnection review shall be submitted on a standard form, available from SGESD and posted on the City's website at www.sgcity.org. The application form will require the following types of information:

1. Basic information regarding the customer
2. Information regarding the type and specifications of the Customer Generating Facility
3. Information regarding the contractor who will install the Customer Generating Facility
4. Equipment submittals/shop drawings
5. Site Plan
6. One line or three line diagram as applicable for the installation
7. Structural Load Design and letter from a Structural Engineer licensed in the State of Utah
8. Other similar information that is necessary to determine compliance with this program

9. Any other information as may be required by the City Building Department

SGESD will not be responsible for the cost of determining the rating of equipment owned by a Customer Generating Facility.

If the proposed system includes a battery backup or generator backup, a detailed wiring diagram and shop drawings of all equipment shall be submitted with the application.

The provisions of this policy that apply to interconnection are primarily intended for Customer Generator Facilities that are eligible for net metering; that is renewable generation facilities with a rating no greater than 250 kW, which generate electricity for customer use.

The Building Department should be contacted regarding installations to assure required permits are obtained.

Meters and metering

A Customer Generating Facility used for net metering shall be equipped with metering equipment that can measure the flow of electricity in both directions at the same rate. This is typically accomplished through use of a single bi-directional meter. Meter equipment shall be provided by the SGESD. The Customer Generator is responsible for the cost of the bi-directional meter above the cost of a standard meter provided at the time permanent power is first installed.

SGESD will require a production meter be installed for each Customer Generating Facility. **The production meter will be placed to meter total kWh production from the solar PV system before any load.** The production meter base is required at the Customer Generator expense; SGESD will provide the production meter. The production meter base shall be installed no further than five (5) feet from the main meter.

Qualification of customer-generator facilities

In order to qualify for all levels of interconnection review procedures, a Customer Generating Facility must be certified as complying with the following standards, as applicable:

- 1 IEEE 1547, Standard for Interconnecting Distributed Resources with Electric Power Systems, as amended and supplemented, which is incorporated by reference herein. IEEE standard 1547 can be obtained through the IEEE website at www.ieee.org; and
- 2 UL 1741, Inverters, Converters, and Controllers for Use in Independent Power Systems (January 2001), as amended and supplemented, which is

incorporated by reference herein. UL standards can be obtained through the Underwriters Laboratories website at www.ul.com.

An equipment package shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the applicable codes and standards listed in above.

If the equipment package has been tested and listed as an integrated package, which includes a generator or other electric source, the equipment package shall be deemed approved, and SGESD generally will not require further design review, testing or additional equipment.

If the equipment package includes only the interface components (switchgear, inverters, or other interface devices), the Customer Generator must show that the generator or other electric source being utilized with the equipment package is compatible with the equipment package and consistent with the testing and listing specified for the package. If the generator or electric source being utilized with the equipment package is consistent with the testing and listing performed by the nationally recognized testing and certification laboratory, the equipment package will be deemed approved.

The aggregate generation capacity on the distribution circuit to which the Customer Generating Facility will interconnect, including the rating of the Customer Generating Facility, shall not contribute more than the distribution circuit standard operation limits (SOL).

Timeline for review of all interconnection applications

A customer shall submit an application interconnection review on a standard form, available from SGESD and posted on the City's website at www.sgcity.org. A customer may choose to simultaneously submit the SGESD standard application form and the Renewable Net Metering Agreement executed by the Customer Generator.

Within five business days after receiving an application for interconnection review, SGESD will provide written or e-mail notice to the Customer Generator or the designated representative that it received the application and whether the application is complete. If the application is incomplete, the written notice will include a list of all of the information needed to complete the application.

Within ten business days after SGESD notifies the Customer that the application is complete SGESD will perform an initial review of the proposed interconnection to determine whether the interconnection meets the applicable requirements. During this initial review, SGESD may, at the Customer Generator expense,

conduct any studies or tests it deems necessary to evaluate the proposed interconnection. The initial review will result in one of the following determinations:

- 1 The Customer Generating Facility meets the applicable requirements
- 2 The Customer Generating Facility has failed to meet one or more of the applicable requirements. There are two possible actions.
 - a. The application is denied and will not be reconsidered for interconnection.
 - b. SGESD will identify the requirements the Customer Generating Facility failed to meet and will accept the application for additional review. The Customer may resubmit the application with changes as indicated by SGESD. Resubmittals will restart the review timeline. The Customer is responsible for fees associated with additional reviews. Fees are listed in Appendix 1.
- 3 SGESD will provide a copy of the approved application package to be taken to the Building Department for a building permit. Please be aware that the Building Department may have other required items to be submitted before a permit will be issued. All fees will be paid at the time the building permit is issued.

Timeline for Building Inspection and Utility Verification

SGESD will require a City building inspection and SGESD will require utility verification of a Customer Generating Facility for code compliance and compliance with this program prior to operation, and may require and arrange for witness of commissioning tests as set forth in IEEE standard 1547 (Latest revision), as amended and supplemented, which is incorporated by reference herein.

The Customer Generator will not begin operating the Customer Generating Facility until after the inspection and utility verification are completed.

Both the Customer Generator and installation contractor must be on site for the utility verification. If the required representatives are not on site, SGESD will not conduct the utility verification and the verification will have to be rescheduled.

The Utility Verification will include the following:

- Verification the system was installed per the approved electrical drawing.
- Verification the labeling is complete and meets the requirements specified in the net meter application.

- Verification the manual disconnect operates properly.
- Set the bi-direction and production meter
- The Renewable Net Metering Agreement must be submitted at this time, if not submitted earlier in the process.
- Anything else noted by the Chief Energy Services Engineer and/or Meter Specialist.

Customer and City requirements

Once a net metering interconnection has been approved under this policy, the SGESD will not require a Customer Generator to test or perform maintenance on its facility except for the following:

- 1 An annual test in which the Customer Generating Facility is disconnected from the City's distribution equipment to ensure that the inverter(s) stops delivering power to the grid; and
- 2 Any post-installation testing necessary to ensure compliance with IEEE 1547 or to ensure safety.

SGESD shall have the right to inspect a Customer Generating Facility after interconnection approval is granted, at reasonable hours and with reasonable prior notice to the Customer Generator. If SGESD discovers that the Customer Generating Facility is not in compliance with the requirements of this program, and the noncompliance adversely affects the safety or reliability of the electric distribution system, SGESD may require the Customer Generator to disconnect the Customer Generating Facility until compliance is achieved.

SGESD shall have the right to disconnect the Customer Generating Facility in the event it causes system problems. The Customer Generator will have the option of correcting the problem, at which time the system will be re-verified before beginning operation again.

The Customer Generator shall be required to install a manual AC disconnect located within three (3) feet of the meter and be readily assessable by utility personal.

RESOLUTION NO. _____

AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. GEORGE, UTAH,
AMENDING THE RENEWABLE NET METERING PROGRAM AND ADOPTING AND
AMENDING FEES FOR SAID PROGRAM

WHEREAS, The City of St. George, Utah (hereinafter “the City”) has adopted a Net Metering Program (hereinafter “the Program”) governing the requirements for the interconnection of customer electric generating facilities that generate renewable energy within the City Energy Services Department (hereinafter “SGESD”) distribution system; and

WHEREAS, the City has previously adopted fees associated with the Program; and

WHEREAS, the City has determined that, in order to protect the integrity of the SGESD distribution system and to fairly allocate costs to the SGESD associated with renewable energy systems, changes to the program and fees are needed; and

WHEREAS the City Council of the City of St. George deems it necessary and desirable for the preservation and protection of the health, safety and welfare of the residents of the City.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. George, Utah as follows:

SECTION 1. Fees for the Net Metering Program be adopted as follows:

Net Metering
Summary of Fees

Fee Name	Fee Amount	Comments
Solar Reliability Charge	\$2.25 minimum	Increases with size of PV System
First Review	\$245.00	Assumes 1 review per application and one site visit for verification of system
Additional Reviews		Billed per Policy 10.87
Bi-Directional Meter Upgrade	\$315.00	Single Phase Bi-directional Meter
Bi-Directional Meter Upgrade	\$415.00	3 Phase Bi-directional Meter
Additional studies for Level 2 reviews		Billed per estimate given to customer before study is conducted

Fees will be collected at the time the building permit is issued with the following exceptions:

- Additional Reviews will be billed to the customer at the time the system is approved to operate
- Additional studies that may be needed – SGESD will provide an estimated cost which the customer will need to pay before the study is conducted. Any amount that differs from the estimate will be paid/refunded at the time the system is approved to operate.

All other fees currently in place shall remain the same.

SECTION 2. The Renewable Net Metering Program as set forth in Exhibit "A" is hereby adopted.

SECTION 3. The Renewable Net Metering Program Appendix as set forth in Exhibit "B" is hereby adopted.

SECTION 4. The Renewable Net Metering Program and Interconnection Agreement as set forth in Exhibit "C" is hereby adopted.

SECTION 5. This Resolution shall become effective upon passage.

PASSED AND APPROVED this ____ day of _____, 2015.

CITY OF ST. GEORGE, UTAH:

JONATHAN T. PIKE, Mayor

ATTEST:

CHRISTINA FERNANDEZ, City Recorder

A roll call vote was taken with the following results:

<u>NAME</u>	<u>VOTE</u>
Councilmember Almquist	_____
Councilmember Hughes	_____
Councilmember Randall	_____
Councilmember Bowcutt	_____
Councilmember Arial	_____

EXHIBIT "A"

CITY OF ST.GEORGE Energy Services Department (SGESD)	Renewable Net Metering Program ESD-PRG-001-1	<u>Document No.</u>	<u>Revision No.</u>	<u>Review Cycle</u>
		ESD-PRG-001-1	3.0	Annually
		<u>Effective Date</u>	<u>Review Date</u>	<u>Creation Date</u>
		10/15/2005	06/01/2015	10/15/2005
<u>References</u>			<u>Reviewer</u>	<u>Owner</u>
Renewable Net Metering Agreement, Renewable Net Metering Policy #10.95			R Fleming	R Fleming

REVISION HISTORY

City of St. George Energy Services Department

RENEWABLE NET METERING PROGRAM

ESD-PRG-001-1

DOCUMENT NO. ESD-PRG-001-1

Revision No.	Effective Date	Description	Reviewer	Approved By
3.0	06/2015	Program updated to reflect changes in fees and program updates.	R Fleming	
		Signature:		
		Date:		
0.0	10/15/2005	Document created.	R Fleming	City Council

Scope

This program sets forth requirements for the interconnection of customer electric generating facilities that generate Renewable Energy, within the City of St. George Energy Services Department (SGESD) distribution system. SGESD is a municipal electric utility located in St. George Utah.

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2. Compensates the Customer Generator at the end of the annual billing period for any remaining kWh credits, at a rate equal to the Renewable Power Rate Available to SGESD.

“Renewable Power Rate Available” means the average price of energy delivered for a renewable portfolio which is available to SGESD.

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If using a contractor to install the equipment, a Utah licensed electrical contractor (S200, S201 or S202) must install the photovoltaic systems. The contractor must obtain a current City of St. George Business License and complete the SGESD Pre-Qualified Solar PV Contractor class and maintain the pre-qualification status.

The City will provide the following review procedures for applications for interconnection of customer-generating facilities:

Level 1 – SGESDS will use this review procedure for all applications to connect inverter-based Customer Generating Facilities, which has a power rating of 10 kW or less AC installed and is a single phase system.

Level 2 – SGESD will use this review procedure for applications to connect Customer Generating Facilities with a power rating above 10 kW AC to a maximum of 250 kW AC or:

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- any three phase system or;
- Commercial customer installation. Any three phase system or system installed for a commercial customer is required to be designed and stamped by an electrical engineer licensed in the State of Utah.

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5. Site Plan
6. One line or three line diagram as applicable for the installation
7. Structural load design and letter from a structural engineer licensed in the State of Utah
8. Other similar information that is necessary to determine compliance with this program
9. Any other information as may be required by the City Public Works Department

SGESD will not be responsible for the cost of determining the rating of equipment owned by a Customer Generating Facility.

If the proposed system includes a battery backup or generator backup, a detailed wiring diagram and shop drawings of all equipment shall be submitted with the application.

The provisions of this policy that apply to interconnection are primarily intended for Customer Generator Facilities that are eligible for Net Metering; that is renewable generation facilities with a rating no greater than 250 kW, which generate electricity for customer use.

The Public Works Department should be contacted regarding installations to assure required permits are obtained.

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SGESD will require a production meter be installed for each Customer Generating Facility. **The production meter will be placed to meter total kWh production from the solar PV system before any load.** The production meter base is required at the Customer Generator expense; SGESD will provide the production meter. The production meter base shall be installed no further than five (5) feet from the main meter.

Qualification of customer-generator facilities

In order to qualify for all levels of interconnection review procedures, a Customer Generating Facility must be certified as complying with the following standards, as applicable:

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- 2 UL 1741, Inverters, Converters, and Controllers for Use in Independent Power Systems (January 2001), as amended and supplemented, which is incorporated by reference herein. UL standards can be obtained through the Underwriters Laboratories website at www.ul.com.

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If the Equipment Package has been tested and listed as an integrated package, which includes a generator or other electric source, the Equipment Package shall be deemed approved, and SGESD generally will not require further design review, testing or additional equipment.

If the Equipment Package includes only the interface components (switchgear, inverters, or other interface devices), the Customer Generator must show that the generator or other electric source being utilized with the Equipment Package is compatible with the Equipment Package and consistent with the testing and listing specified for the package. If the generator or electric source being utilized with the Equipment Package is consistent with the testing and listing performed by the nationally recognized testing and certification laboratory, the Equipment Package will be deemed approved.

The aggregate generation capacity on the distribution circuit to which the Customer Generating Facility will interconnect, including the rating of the Customer Generating Facility, shall not contribute more than the distribution circuit standard operation limits (SOL).

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simultaneously submit the SGESD standard application form and the Renewable Net Metering Agreement executed by the Customer Generator.

Within five (5) business days after receiving an application for interconnection review, SGESD will provide written or e-mail notice to the Customer Generator or the designated representative that it received the application and whether the application is complete. If the application is incomplete, the written notice will include a list of all of the information needed to complete the application.

Within ten (10) business days after SGESD notifies the Customer that the application is complete SGESD will perform an initial review of the proposed interconnection to determine whether the interconnection meets the applicable requirements. During this initial review, SGESD may, at the Customer Generator expense, conduct any studies or tests it deems necessary to evaluate the proposed interconnection. The initial review will result in one of the following determinations:

- 1 The Customer Generating Facility meets the applicable requirements
- 2 The Customer Generating Facility has failed to meet one or more of the applicable requirements. There are two possible actions.
 - a. The application is denied and will not be reconsidered for interconnection.
 - b. SGESD will identify the requirements the Customer Generating Facility failed to meet and will accept the application for additional review. The Customer may resubmit the application with changes as indicated by SGESD. Resubmittals will restart the review timeline. The Customer is responsible for fees associated with additional reviews. Fees are listed in Renewable Net Metering Program Appendix ESD-APX-001-1.
- 3 SGESD will provide a copy of the approved application package to be taken to the Public Works Department for a building permit. Please be aware that the Public Works Department may have other required items to be submitted before a permit will be issued. All fees will be paid at the time the building permit is issued.

Timeline for Building Inspection and Utility Verification

SGESD will require a City building inspection and SGESD will require utility verification of a Customer Generating Facility for code compliance and compliance with this program prior to operation, and may require and arrange for witness of commissioning tests as set forth in IEEE standard 1547 (Latest revision), as amended and supplemented, which is incorporated by reference herein.

The Customer Generator will not begin operating the Customer Generating Facility until after the inspection and utility verification are completed.

Both the Customer Generator and installation contractor must be on site for the utility verification. If the required representatives are not on site, SGESD will not conduct the utility verification and the verification will have to be rescheduled.

The Utility Verification will include the following:

- Verify that the system was installed per the approved electrical drawing;
- Verify that the labeling is complete and meets the requirements specified in the net meter application;
- Verify that the manual disconnect operates properly;
- Verify that any other requirements noted by the Chief Energy Services Engineer and/or Meter Specialist.

Once the items above are verified, the SGESD will set the bi-directional meter and production meter. The Renewable Net Metering Agreement must be submitted at this time, if not submitted earlier in the process.

Customer and City requirements

Once a Net Metering interconnection has been approved under this policy, the SGESD will not require a Customer Generator to test or perform maintenance on its facility except for the following:

- 1 An annual test in which the Customer Generating Facility is disconnected from the City's distribution equipment to ensure that the inverter(s) stops delivering power to the grid; and
- 2 Any post-installation testing necessary to ensure compliance with IEEE 1547 or to ensure safety.

SGESD shall have the right to inspect a Customer Generating Facility after interconnection approval is granted, at reasonable hours and with reasonable prior notice to the Customer Generator. If SGESD discovers that the Customer Generating Facility is not in compliance with the requirements of this program, and the noncompliance adversely affects the safety or reliability of

the Electric Distribution System, SGESD may require the Customer Generator to disconnect the Customer Generating Facility until compliance is achieved.

SGESD shall have the right to disconnect the Customer Generating Facility in the event it causes system problems. The Customer Generator will have the option of correcting the problem, at which time the system will be re-verified before beginning operation again.

The Customer Generator shall be required to install a manual AC disconnect located within three (3) feet of the meter and be readily assessable by utility personal.

EXHIBIT "B"

CITY OF ST.GEORGE Energy Services Department (SGESD)	Renewable Net Metering Program Appendix ESD-APX-001-1	<u>Document No.</u> ESD-APX-001-1	<u>Revision No.</u> 1.0	<u>Review Cycle</u> Annually
		<u>Effective Date</u> 10/15/2005	<u>Review Date</u> 06/01/2015	<u>Creation Date</u> 10/15/2005
<u>References</u> Renewable Net Metering, Solar PV			<u>Reviewer</u> R Fleming	<u>Owner</u>
REVISION HISTORY				

<p style="text-align: center;">City of St. George Energy Services Department Renewable RENEWABLE NET METERING PROGRAM ESD-PRG-001-1 DOCUMENT NO. ESD-APX-001-1</p>				
Revision No.	Effective Date	Description	Reviewer	Approved By
			R Fleming	
		Signature:		
		Date:		
0.0	6/3/2015	Document created.	R Fleming	City Council

Appendix 1

If, in a given monthly billing period, a Customer supplies more electricity to the electric distribution system than SGESD delivers to the Customer, the City will credit the customer for the excess by reducing the Customer's bill for the next monthly billing period.

If in a Customer has a kWh credit in the December billing cycle, the City will issue a credit to the Customer account for the kWh credit at the Renewable Power Rate Available. As of July 1, 2015 that rate is \$.04019 per kWh.

Renewable Power Rate Available

As of April 2015, the current average price of energy delivered for our renewables is \$.04019/kWh.

The renewable power rate was calculated from the weighted average cost of power from the hydro facilities from which SGESD receives energy. Additionally, the rate includes the cost of transmission and for scheduling and reserves.

Weighted Average Cost of Renewable Power/kWh	\$.03308
Current Transmission/kWh	\$.00544
Current Scheduling and Reserves Rate/kWh	\$.00167
Renewable Power Rate	\$.04019

The renewable power rate will be reviewed and adjusted as needed.

A Solar Reliability Charge (SRC) will be applied to a Customer's energy bill monthly based on the inverter's continuous AC name plate rated kW capacity of the solar PV system installed. This charge reflects the cost of SGESD to provide full service to meet the full demand of net metered customers. The Solar Reliability Charge is calculated by dividing the total operational expenses by the total kWh purchased to determine the per kWh cost. The operational per kWh cost will be reviewed and adjusted as needed.

A minimum SRC will be charged for solar installations less than 4 kW.

A \$5.00 credit for systems 4 kW or more will be credited monthly to offset the customer base charge, recognizing the solar PV generation is a local renewable energy source and service other City of St. George utility customers.

For example, a 4 kW continuous nameplate rated system times 158 kWh estimated generation per month equals total kWh solar generation for a month.

kWh solar generation times kWh operational cost less the \$5 recognition credit equals SRC.

$$4 \times 158 = 632 \text{ kWh}$$
$$632 \times \$0.0219 - \$5.00 = \$8.61 \text{ SRC}$$

For example the Solar Reliability Charge as of July 1, 2015 is listed below:

kW Size	SRC
One kW	\$ 2.25
Two kW	\$ 2.25
Three kW	\$ 2.25
Four kW	\$ 8.61
Five kW	\$12.07
Six kW	\$15.52
Seven kW	\$18.98
Eight kW	\$22.43
Nine kW	\$25.89
Ten kW	\$29.34

Customer will be responsible to pay all fees at the time the building permit is issued. Fees include the cost for review of the application, verification of install and the cost of the meter.

Level 1	
First Review, One site visit for Utility Verification, processing of Net Meter Agreement	\$245
Bi-Directional Meter Upgrade	\$315
Additional Reviews – Billed per Policy 10.87	

Level 2	
First Review, One site visit for Utility Verification, processing of Net Meter Agreement	\$245
Bi-Directional Meter 3 Phase Meter Upgrade	\$415
Additional Reviews – Billed per Policy 10.87	
Cost of any required studies – Estimate to be provided to customer prior to beginning the study	Billed per estimate

The above fees are collected at the time the building permit is issued. Fees for additional services such as multiple reviews or verifications will be billed to the customer after the renewable net metered system is in service.

Fees for studies deemed necessary in this policy will be in compliance with SGESD billing rates set in Policy 10.87.

Some examples of studies that will be conducted at the expense of the customer are:

- Impact Study Fee as proposed in Level 2
- Studies to evaluate proposed interconnection as discussed in Level 2
- Charge for time for additional reviews beyond the first review
- Charge for time for additional Utility Verification beyond the first site visit to verify the system meets the requirements.

Sample Drawing

EXHIBIT "C"

RENEWABLE NET METERING AND INTERCONNECTION AGREEMENT

This Net Metering and Interconnection Agreement ("Agreement") is made and entered into as of this _____ day of _____, 2015, by the City of St. George a municipal corporation and political subdivision of the State of Utah (the "City") and _____ ("Customer") located at _____, St. George, UT 847____.

RECITALS

WHEREAS the City Council of the City of St. George adopted Energy Services Department Net Metering Policy #10.95 ("Net Metering Policy"),, effective October 2005, to encourage and regulate the orderly installation and maintenance of parallel renewable energy systems interconnected with the City's existing electric distribution system:

WHEREAS, pursuant to the City's Net Metering Policy, Customer wishes to install, operate, and maintain a renewable energy net metering facility interconnected with the City's existing electric distribution system;

WHEREAS, the City intends to credit against customer's total electric energy usage that portion supplied by the Customer's own renewable energy net metering facility; and

WHEREAS, customer wishes to sell and the City wishes to purchase any excess energy produced by the Customer's renewable energy net metering facility;

AGREEMENT

NOW, THEREFORE, the parties mutually agree and covenant as follows:

1. Renewable energy Net Metering Facility: Customer's renewable energy net metering facility (the "Facility") shall mean the generating facility described in Exhibit A attached hereto. The Facility shall consist of a solar (Photovoltaic) generating facility) located on the Customer's premises, that is interconnected with and operates in parallel with the City's electric transmission and distribution facilities, and is intended primarily to offset part or all of the Customer's own electrical requirements. The design, installation, and operation of the Facility shall comply in all aspects with the City's Net Metering Policy. Customer shall be responsible for the design, installation and operation of the Facility and for obtaining and maintaining all required permits and approvals as well as payment of all applicable fees related thereto. This Agreement is applicable only to the renewable energy net metering facility described in Exhibit A and Customer shall not make any modification to the Facility without the prior written consent of the City.

2. Term: This Agreement shall commence on a the date established above and shall remain in effect until terminated by either party upon thirty (30) days prior written notice, provided, however, that this Agreement will terminate automatically upon:

- a. Any change of ownership of Customer,
 - b. Any change in ownership of the Facility or the premises upon which the Facility is located, or
 - c. Any change in the location of the Facility
4. Definition of Net Energy: Net energy is the difference between electrical energy consumed by the Customer from the City's electric distribution system and the electrical energy generated by the Customer and fed back into the City's electric distribution system.
5. Measurement of Net Energy: Bi-direction metering equipment shall be installed to measure the flow of electrical energy in each direction. The bi-directional metering equipment shall be installed at the Customer's expense. The bi-directional metering equipment shall be used to provide information necessary to accurately bill or credit Customer and to collect electrical generating system performance information for research purposes.
6. Purchase of Energy and Payment:
- a. The City shall measure the net energy produced or consumed by the Customer during each billing period, in accordance with normal metering practices.
 - b. If the energy supplied by the City exceeds the electricity generated by the Customer and fed back to the City during the billing period, or any portion thereof, then the Customer shall be billed for the net energy supplied to Customer by the City's electric distribution system together with the appropriate customer charge paid by other customers of the City in the same rate class additionally a monthly Solar Reliability Charge will be added.
 - c. If the energy generated by Customer and distributed back to the City's electric distribution system during the billing period, or any portion thereof, exceeds the customer shall be:
 - i. Billed for the appropriate customer service charge as other customers of the City in the same rate class; and
 - ii. Credited for the net excess kilowatt-hours (kWh) generated during the billing period,

- d. The City will purchase a Customer's excess kWh credit in the last billing cycle of the calendar year by crediting the Customer at the Renewable Power Rate Available as defined in the Renewable Net Metering Program.
 - e. Customer shall pay any amount owing for electric service provided by the City in accordance with applicable rates and policies. Nothing in this Section shall limit the City's rights under applicable Rate Schedules, City Ordinances, Customer Service Policies, and General Provisions.
7. Interconnection: Customer shall provide the electrical interconnection on its side of the bi-directional metering equipment in accordance with the City's Net Metering Policy. The City may make such modifications to the City's system as are reasonably necessary to accommodate the Facility in accordance with the City's Net Metering Policy. The cost for such modifications will be due in advance of construction. Customer shall ensure at its own expense that the Facility includes all equipment necessary to meet applicable safety, power quality and interconnection requirements established by the City's Net Metering Policy, as may be amended from time to time by other applicable City policies and ordinances, by applicable state law and by the National Electric Code, National Electric Safety Code and the Institute of Electrical and Electronic Engineers and Underwriters Laboratories. Customer shall not commence parallel operation of the Facility until the City has inspected the Facility, including all interconnection equipment and issued a written approval in accordance with the City's Net Metering Policy, which includes a stipulated start time and following which operations in parallel are permitted.
8. Disconnect Device: Customer shall furnish and install, on its side of the bi-directional metering equipment a safety disconnect device capable of fully disconnecting and isolating the Facility from the City's electric distribution system. The disconnect device shall be located adjacent to the City's bi-directional metering equipment or other location approved by the City and shall be of the visible break type in a metal enclosure that can be secured by a padlock. The disconnect device shall be accessible to the City's personnel at all times and shall conform to National Electric Code Standards. The City shall have the right to disconnect the Facility from the City's electric distribution system when necessary to maintain safe and reliable electrical operating conditions or if in the City's sole judgment, the Facility at any time adversely affects the operation of the City's electric distribution system or the quality and reliability of the City's service to other customers. The City shall have the right to require that the Facility remain disconnected until such time as the City determines, in the sole discretion, that the condition(s) requiring the disconnection have ended or been corrected. The City shall have the option of requiring ongoing testing of disconnection equipment.
9. Operational Standards: Customer shall furnish, install, operate and maintain in good order and repair, all without cost to the City, all equipment required for the safe operation of the Facility in parallel with the City's electric distribution system. This includes, but is not limited to, equipment necessary to:

- a. Establish and maintain automatic synchronism with the City's electric distribution system; and
- b. Automatically disconnect the Facility from the City's electrical distribution system in the event of overload or outage of the City's electrical distribution system.

The Facility must be designed to operate within allowable operating standards for the City's electric distribution system. The Facility must not adversely affect the quality or reliability of service provided to the City's other customers. The City shall have the right to periodically inspect the Facility.

10. Installation and Maintenance: Except for the bi-directional and production metering equipment owned by the City, all equipment on Customer's side of the delivery point, including the required disconnect device, shall be provided and maintained in satisfactory operating condition by Customer and shall remain the property and responsibility of the Customer. The City will bear no responsibility for the installation or maintenance of Customer's equipment or for any damage to property as a result of any failure or malfunction thereof. The City shall not be liable, directly or indirectly for permitting or continuing to allow the interconnection of the Facility or for the acts or omissions of Customer or the failure or malfunction of any equipment of Customer that causes loss or injury, including death, to any party.
11. Indemnity and Liability: Customer shall defend, hold harmless, and indemnify the City and its directors, officers, employees and agents against any and all loss, liability, damage, claim, cost charge, demand or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense including attorney's fees) for injury or death to persons, including employees of the City and Customer or damage to property, including property of the City and Customer, arising out of or in connection with (a) the engineering, design, construction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the Facility or (b) the making of placements, additions, betterment to or reconstruction of the Facility. Customer's duty to indemnify the City hereunder shall not extend to loss,

liability, damage, claim, cost charge, demand, or expense resulting from interruptions in electrical service to the City's customers other than Customer or resulting from the negligent, willful, or intentional acts of the City.

12. Pre-Operation Inspection: Prior to interconnection, the Facility and associated interconnection equipment must be inspected and approved by the City and by any other governmental authority having jurisdiction.
13. Access: Authorized City employees shall have the right to enter upon Customer's property at any time for the purposes of inspection and/or operating the disconnect device and meters and making additional tests concerning the operation and accuracy of the City's meters.
14. Merger: This agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes any prior such agreements. There are no other agreements, written or oral, except as specifically provided herein. This Agreement may not be modified except in writing signed by both parties.
15. Assignment: This Agreement may not be assigned by Customer in whole or in part without the prior written consent of the city, which consent may be granted or withheld at the City's sole and absolute discretion.
16. Relationship of the Parties: Nothing in the Agreement shall be construed to imply a joint venture or partnership between the parties.
17. Governing Law and Venue: This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve the cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction.
18. Notices: All notices required herein, and subsequent correspondence in connection with this agreement shall be mailed to the following:

City of St. George
Attn: City Attorney
175 East 200 North
St. George, UT 84770

Such notices shall be deemed delivered following the mailing of such notices in the United States mail. Adequate notice shall be deemed given at the addresses set forth herein unless written notice is given by either party of a change of address.

19. Counterparts: This Agreement may be executed in counterparts each of which shall be an original and shall constitute one of the same agreements.

WITNESS the hands and seals of the parties, the month, day and year first written above.

Property Owner/Customer

STATE OF UTAH)

ss.

County of Washington)

On the ____ day of _____ 20____, personally appeared before me, _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed in the foregoing document and acknowledged before me that he/she signed it voluntarily for its stated purpose.

Notary Public

CITY OF ST. GEORGE

Jon Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

Approved as to form:

Shawn M. Guzman, City Attorney

"EXHIBIT A"

NET METERING AND INTERCONNECTION AGREEMENT SECTION 1 CUSTOMER

INFORMAITON

Name:

Utility Customer Account Number (from the utility bill)

Mailing Address:

Physical Address: (if different from above)

Daytime Phone:

Evening Phone:

Email Address:

SECTION 2 NET METERING FACILITY INFOMRAITON

SYSTEM TYPE __X_ Solar (PV)

Generator Size (kW AC)

Inverter Manufacturer:

Inverter Model:

Inverter Serial Number:

Inverter Power Rating:

Inverter location:

SECTION 3 INSTALLATION INFORMATION

Licensed Electrician:

Contractor #

Mailing Address

Daytime Phone:

Evening Phone:

SECTION 4: CERTIFICATION(S)

The Facility has been installed to my satisfaction and I have been given Facility warranty information and an operations manual. I have been instructed regarding the proper operation of the Facility and associated equipment. In addition, the installation has received all necessary local, state and federal approvals and certifications.

Signed (Owner): _____ Date _____

Stipulated Start-up Date: _____

DRAFTAgenda Item Number : **5B**

Request For Council Action

Date Submitted 2015-09-21 08:25:31**Applicant** City of St. George**Quick Title** Franchise Tax Revenue Bonds**Subject** CONSIDERATION FOR ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. GEORGE, AUTHORIZING THE ISSUANCE AND SALE OF a NOT TO EXCEED AMOUNT OF \$9,000,000 AGGREGATE PRINCIPAL AMOUNT OF FRANCHISE TAX REVENUE BONDS, SERIES 2015 AND RELATED MATTERS;**Discussion****Cost** \$0.00**City Manager Recommendation** Recommend approval of this resolution to authorize the issuance of franchise tax revenue bonds. This issue will be for the RAP tax projects and will be repaid from the proceeds the Sales Tax received from the County wide RAP tax and our portion received through the interlocal agreement with the County.**Action Taken****Requested by** Gary Esplin**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments**

St. George, Utah

September 24, 2015

The City Council (the "Council") of the City of St. George, Utah (the "Issuer"), met in regular public session at the regular meeting place of the Council in St. George, Utah, on September 24, 2015, at the hour of 5:00 p.m., with the following members of the Council being present:

Jon Pike	Mayor
Gilbert Almquist	Councilmember
Bette Arial	Councilmember
Joe Bowcutt	Councilmember
Jimmie Hughes	Councilmember
Michele Randall	Councilmember

Also present:

Christina Fernandez	City Recorder
Gary Esplin	City Manager

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this September 24, 2015, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by Councilmember _____ and seconded by Councilmember _____, was adopted by the following vote:

AYE:

NAY:

The resolution was then signed by the Mayor in open meeting and recorded by the City Recorder in the official records of the Issuer. The resolution is as follows:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. GEORGE, UTAH (THE "ISSUER"), AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED AMOUNT OF \$9,000,000 AGGREGATE PRINCIPAL AMOUNT OF FRANCHISE TAX REVENUE BONDS, SERIES 2015 (THE "SERIES 2015 BONDS"); FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE SERIES 2015 BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE SERIES 2015 BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE SERIES 2015 BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE SERIES 2015 BONDS MAY BE SOLD DELEGATING TO CERTAIN OFFICERS OF THE ISSUER THE AUTHORITY TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE BONDS WITHIN THE PARAMETERS SET FORTH HEREIN; PROVIDING FOR THE PUBLICATION OF A NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AUTHORIZING THE EXECUTION BY THE ISSUER OF A SUPPLEMENTAL INDENTURE, A PRELIMINARY OFFICIAL STATEMENT, AN OFFICIAL STATEMENT, A BOND PURCHASE AGREEMENT, AND OTHER DOCUMENTS NECESSARY FOR THE ISSUANCE OF THE SERIES 2015 BONDS; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the City Council (the "Council") of the Issuer desires to (a) finance the acquisition of park, recreational and cultural facilities and infrastructure and all related improvements, which may include, but is not limited to pickle ball courts, soccer/rugby/lacrosse fields, a bicycle skills park, park upgrades, maintenance of the facilities, and other sports facilities (collectively, the "Series 2015 Project"), (b) fund a debt service reserve fund, if necessary, and (c) pay costs of issuance with respect to the Series 2015 Bonds herein described; and

WHEREAS, to accomplish the purposes set forth in the preceding recital, and subject to the limitations set forth herein, the Issuer desires to issue its Franchise Tax Revenue Bonds, Series 2015 (the "Series 2015 Bonds") (to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the Issuer), pursuant to (a) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), (b) this Resolution, and (c) a General Indenture of Trust dated as of February 1, 2014 and a Supplemental Indenture (collectively, the "Indenture"), each between the Issuer and Zions First National Bank, as trustee (the "Trustee"), in substantially the form presented to the meeting at which this Resolution was adopted and which are attached hereto as Exhibit B; and

WHEREAS, the Act provides that prior to issuing bonds, an issuing entity must (a) give notice of its intent to issue such bonds and (b) hold a public hearing to receive input from the public with respect to (i) the issuance of the bonds and (ii) the potential economic impact that the improvement, facility or property for which the bonds pay all or part of the cost will have on the private sector; and

WHEREAS, the Issuer authorizes the publication of a public hearing for this purpose with respect to the Series 2015 Bonds in compliance with the Act; and

WHEREAS, the Act provides that prior to issuing bonds, an issuing entity may give notice of its intent to issue such bonds; and

WHEREAS, there has been presented to the Council at this meeting a form of a bond purchase agreement (the "Bond Purchase Agreement") to be entered into between the Issuer and the underwriter or the purchaser selected by the Issuer for the Series 2015 Bonds (the "Underwriter/Purchaser"), in substantially the form attached hereto as Exhibit C; and

WHEREAS, in the event that the Designated Officers (defined below) determine that it is in the best interests of the Issuer to publicly offer the Series 2015 Bonds, the Issuer desires to authorize the use and distribution of a Preliminary Official Statement (the "Preliminary Official Statement"), and to approve a final Official Statement (the "Official Statement") in substantially the form attached hereto as Exhibit D, and other documents relating thereto; and

WHEREAS, in order to allow the Issuer flexibility (with the consultation and approval of the Issuer's financial advisor, Lewis Young Robertson & Burningham, Inc. (the "Financial Advisor")) in setting the pricing date of the Series 2015 Bonds, the Council desires to grant to the [City Manager and Assistant City Manager] (the "Designated Officers"), the authority to select the Purchaser, and approve the final interest rates, principal amounts, terms, maturities, redemption features, and purchase price at which the Series 2015 Bonds shall be sold, to determine whether the Series 2015 Bonds should be sold pursuant to a private placement or a public offering (including via a negotiated underwriter or public bid), and any changes with respect thereto from those terms which were before the Council at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the "Parameters").

NOW, THEREFORE, it is hereby resolved by the City Council of the City of St. George, Utah, as follows:

Section 1. The Issuer hereby authorizes and approves the issuance and sale of the Series 2015 Bonds for the purpose of financing the Project in the aggregate principal amount of not to exceed \$9,000,000. The Series 2015 Bonds shall bear interest at the rate of not to exceed five percent (5.00%) per annum, shall mature in not more than twelve (12) years from their date or dates, shall be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, and shall be subject to redemption,

all as provided in the Indenture. The issuance of the Series 2015 Bonds shall be subject to the final approval of Bond Counsel and to the approval of the Attorney for the Issuer.

Section 2. The final interest rate or rates for the Series 2015 Bonds shall be set by the Designated Officers, in consultation with the Financial Advisor, at the rate or rates which, taking into account the purchase price offered by the Underwriter/Purchaser of the Series 2015 Bonds, will in the opinion of the Designated Officers and the Issuer's Financial Advisor result in the lowest cost of funding reasonably achievable given the manner of offering the Series 2015 Bonds at the time of the sale of the Series 2015 Bonds and evidenced by the execution and delivery of the Bond Purchase Agreement.

Section 3. The Indenture and the Bond Purchase Agreement in substantially the forms presented to this meeting and attached hereto as Exhibits B, and C, respectively, are hereby authorized, approved, and confirmed. The Designated Officers are hereby authorized to execute and deliver the Indenture and the Bond Purchase Agreement in substantially the forms and with substantially the content as the forms presented at this meeting for and on behalf of the Issuer, with final terms as may be established by the Designated Officers, in consultation with the Issuer's Financial Advisor, within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be authorized by Section 5 hereof. The Designated Officers are each hereby authorized to select the Underwriter/Purchaser and to specify and agree as to the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Series 2015 Bonds for and on behalf of the Issuer, provided that such terms are within the Parameters set by this Resolution.

Section 4. Should the Designated Officers determine to have the Series 2015 Bonds underwritten, as a public offering, the Issuer hereby authorizes the utilization of the Preliminary Official Statement, in the form attached hereto as Exhibit D in the marketing of the Series 2015 Bonds and hereby approves the Official Statement in substantially the same form as the Preliminary Official Statement. The Mayor or Mayor pro tem is hereby authorized to execute the Official Statement evidencing its approval by the Issuer.

Section 5. The appropriate officials of the Issuer are authorized to make any alterations, changes or additions to the Indenture, the Series 2015 Bonds, the Preliminary Official Statement, the Official Statement, the Bond Purchase Agreement or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Series 2015 Bonds (within the Parameters set by this Resolution), to conform to any applicable bond insurance or reserve instrument or to remove the same, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States.

Section 6. The form, terms, and provisions of the Series 2015 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Indenture. The Mayor or Mayor pro tem and the City Recorder are hereby authorized and directed to execute and seal the

Series 2015 Bonds and to deliver said Series 2015 Bonds to the Trustee for authentication. The signatures of the Mayor or Mayor pro tem and the City Recorder may be by facsimile or manual execution.

Section 7. The appropriate officials of the Issuer are hereby authorized and directed to execute and deliver to the Trustee the written order of the Issuer for authentication and delivery of the Series 2015 Bonds in accordance with the provisions of the Indenture.

Section 8. Upon their issuance, the Series 2015 Bonds will constitute special limited obligations of the Issuer payable solely from and to the extent of the sources set forth in the Series 2015 Bonds and the Indenture. No provision of this Resolution, the Indenture, the Series 2015 Bonds, or any other instrument, shall be construed as creating a general obligation of the Issuer, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the Issuer or its taxing powers.

Section 9. The appropriate officials of the Issuer, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Issuer any or all additional certificates, documents and other papers (including, without limitation, any tax compliance procedures) and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 10. After the Series 2015 Bonds are delivered by the Trustee to the Underwriter/Purchaser, and upon receipt of payment therefor, this Resolution shall be and remain irrevocable until the principal of, premium, if any, and interest on the Series 2015 Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Indenture.

Section 11. The Issuer shall hold a public hearing on October 15, 2015, to receive input from the public with respect to (a) the issuance of the Series 2015 Bonds, and (b) the potential economic impact that the improvements to be financed with the proceeds of the Series 2015 Bonds will have on the private sector, which hearing date shall not be less than fourteen (14) days after notice of the public hearing is first published (i) once a week for two consecutive weeks in the Spectrum Media, a newspaper of general circulation in the Issuer, (ii) on the Utah Public Notice Website created under Section 63F-1-701, Utah Code Annotated 1953, as amended, and (iii) on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended. The City Recorder shall cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the City of St. George offices, for public examination during the regular business hours of the Issuer until at least thirty (30) days from and after the date of publication thereof. The Issuer hereby authorizes the publication of a "Notice of Public Hearing and Bonds to be Issued" in substantially the following form:

NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, that on September 24, 2015, the City Council (the "Council") of the City of St. George, Utah (the "Issuer"), intends to adopt a resolution (the "Resolution") in which it will authorize the issuance of the Issuer's Franchise Tax Revenue Bonds, Series 2015 (the "Series 2015 Bonds") in the maximum principal amount of \$9,000,000 (to be issued in one or more series and with such other series or title designation(s) as may be determined by the Issuer).

TIME, PLACE AND LOCATION OF PUBLIC HEARING

The Issuer shall hold a public hearing on October 15, 2015, at the hour of 7:00 p.m. at 175 East 200 North, St. George, Utah. The purpose of the hearing is to receive input from the public with respect to (a) the issuance of the Series 2015 Bonds and (b) any potential economic impact that the Project to be financed with the proceeds of the Series 2015 Bonds may have on the private sector. Interested individuals are invited to express their views, both orally and in writing, on the proposed issue of the Series 2015 Bonds and the location and nature of the Project. All members of the public are invited to attend and participate. Written comments may be submitted to the Issuer at the City Recorder's office located at 175 East 200 North, St. George, Utah, until 5:00 p.m. on or before October 15, 2015.

PURPOSE FOR ISSUING THE SERIES 2015 BONDS

The Series 2015 Bonds will be issued for the purpose of (a) the acquisition of park, recreational and cultural facilities and infrastructure and all related improvements, which may include, but is not limited to, pickle ball courts, soccer/rugby/lacrosse fields, a bicycle skills park, park upgrades, maintenance of the facilities, and other sports facilities (collectively, the "Series 2015 Project"), (b) fund a debt service reserve fund, if necessary, and (c) pay costs of issuance with respect to the Series 2015 Bonds herein described.

FRANCHISE TAXES PROPOSED TO BE PLEDGED

The Issuer proposes to pledge 100% of the legally available municipal energy sales and use taxes levied by the Issuer under the Municipal Energy Sales and Use Tax Act, Title 10, Chapter 1, Part 3, Utah Code the "Revenues").

PARAMETERS OF THE SERIES 2015 BONDS

The Issuer intends to issue bonds in the aggregate principal amount of not more than Nine Million Dollars (\$9,000,000), to bear interest at the rate or rates of not to exceed five percent (5.00%) per annum, to mature in not more than twelve years (12) years from their date or dates, and to be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof. The Series 2015 Bonds are to be issued and sold by the Issuer pursuant to the Resolution, including as part of said Resolution, a

General Indenture and a Supplemental Indenture (collectively, the "Indenture") which was before the Council and attached to the Resolution in substantially final form at the time of the adoption of the Resolution. Said Indenture is to be executed by the Issuer in such form and with such changes thereto as shall be approved by the Designated Officers (as defined in the Resolution); provided that the principal amount, interest rate or rates, maturity, and discount of the Series 2015 Bonds will not exceed the maximums set forth above.

OUTSTANDING BONDS SECURED BY TAX REVENUES

The Issuer has \$7,885,000 of Franchise Tax Revenue Bonds currently outstanding that are secured by Revenues (as more fully described in the Indenture).

OTHER OUTSTANDING BONDS OF THE ISSUER

Additional information regarding the Issuer's outstanding bonds may be found in the Issuer's financial report (the "Financial Report") at: http://auditor.utah.gov/audit_reports/financial-reports-of-local-governments/. For additional information, including any information more recent than as of the date of the Financial Report, please contact Gary Esplin, City Manager at (435) 627-4000.

TOTAL ESTIMATED COST

Based on the Issuer's current plan of finance and a current estimate of interest rates, the total principal and interest cost of the Series 2015 Bonds if held until maturity is \$8,772,868.69.

A copy of the Resolution and the Indenture are on file in the office of the City Recorder, 175 East 200 North, St. George, Utah, where they may be examined during regular business hours of the City Recorder from 8:00 a.m. to 5:00 p.m. Monday through Friday for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution, the Indenture (as it relates to the Series 2015 Bonds), or the Series 2015 Bonds, or any provision made for the security and payment of the Series 2015 Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever.

DATED this September 24, 2015.

/s/Christina Fernandez

City Recorder

Section 12. The Council hereby declares its intention and reasonable expectation to use proceeds of tax-exempt bonds to reimburse itself for initial expenditures for costs of the Project, in an amount not to exceed \$9,000,000. The Series 2015 Bonds are to be issued, and the reimbursements made, by the later of 18-months after the payment of the costs or after the Project is placed in service, but in any event, no later than three years after the date the original expenditure was made.

Section 13. The Issuer hereby reserves the right to opt not to issue the Series 2015 Bonds for any reason, including without limitation, consideration of the opinions expressed at the public hearing with respect to (a) the issuance of the Series 2015 Bonds and (b) any potential economic impact that the Project to be financed with the proceeds of the Series 2015 Bonds may have on the private sector.

Section 14. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

APPROVED AND ADOPTED this September 24, 2015.

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

)

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Christina Fernandez, the undersigned City Recorder of the City of St. George, Utah (the "Issuer"), do hereby certify, according to the records of the Issuer in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the September 24, 2015, public meeting held by the City Council of the Issuer (the "City Council") as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of the Issuer on _____, 2015, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to the Spectrum Media on _____, 2015, at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2015 Annual Meeting Schedule for the City Council (attached hereto as Schedule 2) was given specifying the date, time, and place of the regular meetings of the City Council to be held during the year, by causing said Notice to be (a) posted on _____ 2015, at the principal office of the City Council, (b) provided to at least one newspaper of general circulation within the Issuer on _____, 2015, and (c) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this September 24, 2015.

(SEAL)

By: _____
City Recorder

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2
ANNUAL MEETING SCHEDULE

(attach Proof of Publication of
Notice of Bonds to be Issued)

EXHIBIT B

FORM OF INDENTURE

(See Transcript Document Nos. __ and __)

EXHIBIT C

FORM OF BOND PURCHASE AGREEMENT

(See Transcript Document No. __)

EXHIBIT D

FORM OF PRELIMINARY OFFICIAL STATEMENT AND FINAL OFFICIAL
STATEMENT

(See Transcript Document Nos. __ and __)

DRAFTAgenda Item Number : **6A**

Request For Council Action

Date Submitted 2015-09-03 17:04:14

Applicant Jose Corona

Quick Title Alcohol License Request

Subject Consider approval of a request for a Class A Beer License for Corona Flores Latino™s Market, Located at 61 North 700 East. Jose Corona is the applicant.

Discussion Approval of the request for a Class A Beer License for Corona Flores Latino™s Market, Jose Corona, applicant.

Cost \$0.00

City Manager Recommendation Change of location not a new license. Recommend approval.

Action Taken

Requested by Laura Woolsey, Devel

File Attachments [Beer License Corona.pdf](#)

Approved by Legal Department?

Approved in Budget? **Amount:**

Additional Comments The business was previously located at 18 North 500 East, St. George. They are requesting to transfer the license to the new location of 61 North 500 East, St. George. Chapter 3 Titled, Alcoholic Beverages, Section 3-3-2: Defines a Class A License as a license entitling the licensee to sell beer on the licensed premises in original containers of a size not to exceed one quart, for the consumption off the premises. Chapter 3 Titled, Alcoholic Beverages, Section 3-2-6 J, requires City Council approval upon a change of location where the owner remains the same. The Business License Department has received all the information from the applicant including the background check. No criminal history found.

Attachments [Beer License Corona.pdf](#)

BEER LICENSE APPLICATION

CITY OF ST GEORGE
BUSINESS LICENSE OFFICE
175 EAST 200 NORTH, ST GEORGE, UT 84770
435-627-4740

(This application must be accompanied by an Applicant's Questionnaire and satisfactory fingerprint cards)

Applicant must be the owner/operator. If the owner is a corporation, the applicant shall be the corporation's agent; if the owner is a partnership; the applicant shall be a general partner of the partnership.

Please print or type

1. Applicant's Name JOSE CORONA
First Middle Last

Corporation or partnership name, if applicant is an agent. _____

2. Name under which business will be operated (If different from name of applicant, corporation or partnership) CORONA FLORES LATINOS MARKET
First Middle Last

3. Location of Business 61 N 700 E ST GEORGE, UT 84770

4. Mailing address (If different from location of business)

Address City State Zip

5. If party who will manage the business is different from the applicant; please provide the name and address of the managing party.

First Middle Last

Address City State Zip

6. If a corporation, list below or attach on a separate sheet, the names and addresses of the corporation's principal officers and any stockholders who own 10 % or more of the corporation. If a partnership, list the names and addresses of the other general

Applicant Signature

Jose Corona

Date 8-31-15

STATE OF UTAH)
) ss.

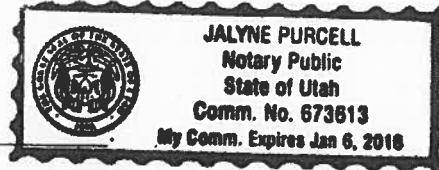
County of Washington)

I, Jose Corona being first duly sworn, depose and say the foregoing questionnaire is in all respects true and correct, to the best of my knowledge and belief and that I am the above named applicant. I understand that any false information constitutes perjury.

SUBSCRIBED AND SWORN TO before me this
31st day of August 2015.

Jalyn Purcell
Notary Public

My Commission Expires 1-6-2018



If applicant is an agent for the corporation or partnership, an officer using the authority to do so, or the other general partners, will indicate the desire of the corporation or partnership to have the above -named applicant hold the beer license in his (her) name as the agent for the benefit of the corporation by affixing his (her) signature here, and he (she) further certifies that by signing this application he (she) is duly appointed, authorized and acting agent of the corporation or general partner of the partnership.

S
Name _____ Title _____ Date _____

DRAFT

Agenda Item Number :

6B

Request For Council Action

Date Submitted 2015-09-21 11:48:55

Applicant Melynda Thorpe, EMCEE Square

Quick Title Single Event Alcohol Permit & Local Consent

Subject Consider approval of a request for Single Event Alcohol Permit and Local Consent for EMCEE Square. Zion Canyon Brewing Co., is providing the alcohol for the event.

Discussion Consider approval of the request for a Single Event Alcohol Permit and Local Consent for EMCEE Square for the George Jazz Garden. Zion Canyon Brewing Co., will be providing the alcohol. The location of the beer garden is 14 Tabernacle Street.

Cost \$0.00

City Manager Recommendation Request is for a beer garden similar to the one for George's for the United Way Concert event.

Action Taken

Requested by Laur a Woolsey

File Attachments [George Jazz Garden.pdf](#)

Approved by Legal Department?

Approved in Budget? **Amount:**

Additional Comments Melynda Thorpe, of EMCEE Square, is requesting approval for a Single Event Alcohol Permit and Local Consent to apply for an Alcohol Single Event Permit from the State of Utah Division of Alcohol, for the location of 14 Tabernacle Street. They are joining the Live United Music Festival event being held October 10, 2015. Approval will be pending the State of Utah Alcohol permit and approval from staff for security, and fire inspection.

Attachments [George Jazz Garden.pdf](#)

FOR OFFICE USE ONLY

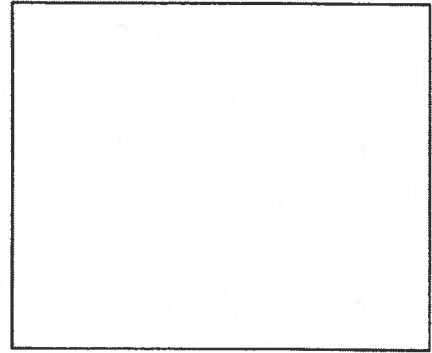
Insurance Received:	Permit No:
Application Received Date: 9/18/15	Date Issued:



SPECIAL EVENT PERMIT APPLICATION CITY OF ST. GEORGE

City of St. George Special Events
175 E. 200 North
St. George, UT 84770

Phone: 435 627-4712
Fax: 435-627-4430
laura.woolsey@sgcity.org



TYPE OF ACTIVITY check all that apply:

<input type="checkbox"/> Film Production	<input type="checkbox"/> Parade	<input type="checkbox"/> Sporting	<input type="checkbox"/> 10K	<input type="checkbox"/> Training Event	<input type="checkbox"/> Festival
<input type="checkbox"/> Outdoors Sales	<input type="checkbox"/> Fun Run	<input type="checkbox"/> Dance	<input checked="" type="checkbox"/> Other	Beer Garden/Jazz Garden	

EVENT NAME: George Jazz Garden

1. **Location of Event:** 14 Tabernacle Street

2. **Name of Organization:** EMCEE Squared

3. **Date (s) of Event:** Saturday, October 10, 2015

4. EVENT DETAILS

Event	Date(s): 10/10/15	Start time: 3 pm	End time: 10 pm
Set-up	Date(s): 10/10/15	Start time: 2 pm	End time: 3 pm
Clean-up	Date(s): 10/10/15	Start time: 10 pm	End time: 11 pm

Is this a recurring event? No If yes; daily, weekly or other?

Is this an Annual Event? Yes If yes; Same date and Place?

5. PARTICIPANTS

Number of participants expected: 150	Number of Volunteers/Event Staff: 10
<input checked="" type="checkbox"/> Open to the Public	<input type="checkbox"/> Private Group/Party

If event is open to the public, is it: ☒ Entrance Fee/Ticketed Event? ☐ Fee for Participants/Racers/Runners Only

6. APPLICANT INFORMATION

Name of Applicant: Melynda Thorpe

Address: 368 S MAIL DR ST GEORGE UT 84790

Day Phone: 435.773.0781

Cell/Other: 435.773.0781

E-mail: melynda@emceesquare.com

Event Web Address (if applicable): www.georgestreetfest.com

Alternate Contact For Event: Nicki Richards

Cell Phone/Other: 435.632.9515

Cell/other:

E-mail: nickiutah@gmail.com

SPECIAL EVENT PERMIT APPLICATION

pg. 2

7. VENDORS/FOOD/ALCOHOL *check all that apply*

☐ Vendors/Merchants Are Vendors Merchants Selling Products or Services? ☒ Yes ☐ No

If yes, Temporary Sales Tax Numbers are required from State Special Event Tax Division 801-297-6303

☐ Is Food available at the event ☒ Yes ☐ No

Is the food *(please check all that apply)*

☐ Given away ☒ Catered by restaurants/Vendors ☐ Prepared on site

Events which have Food available must contact the SW Utah Health Dept., for approval 435-986-2580

☐ Alcoholic Beverages will be available at the event ☒ Yes ☐ No

Please check applicable

☐ Beer Stands ☒ Fenced in Beer Garden

Selling, Serving, Giving Away, Alcohol at an event requires City Council, City Business License and State Of Utah Department of Alcoholic Beverage Licensing for state approval 801-977-6800

8. TENTS/STAGES/STRUCTURES *(include details on site map)*

☐ Tents/Pop-up Canopies ☐ Yes ☒ No How many Tents/Pop-up Canopies will be used for the event? _____

All Tents/Pop-up Canopies require Inspections from the SG Fire Department 435-627-4150

Dimensions of Tents/Pop-up Canopies:

☐ Temporary Stage Dimensions:

Description of Tents/Canopies/Stage, etc.:

9. SITE SETUP/SOUND *check all that apply (please include details on site map)*

☒ Fencing/Scaffolding

☒ Barricades

(must obtain privately)

☐ Portable Sanitary Units

(must obtain privately)

☒ Music *if yes, check all that apply* ☒ Acoustic ☐ Amplified

☐ PA/Audio System Type/Description:

☐ Fireworks / Fire Performances / Open Flame

Requires approval from SG Fire Dept. (435) 627- 4150

☐ Propane/Gas On site

Requires approval from SG Fire Dept. (435) 627- 4150

☐ Trash/Recycle Bin coordination On Site

WCSW, (435) 673-2813

10. ROAD & SIDEWALK USE *please include details on site map*

☐ Will Roads & Sidewalks Be Used? ☐ Yes ☒ No

☐ Are you requesting Road Closures? ☐ Yes ☒ No

Closing of Roads Require City Council approval.

An Encroachment Permit is required for Road Closures and Sidewalk Use. To obtain the permit, please contact SG City Public Works Dept., 435-627-4050

☐ Road Use and Closure Location:

☐ Sidewalk Use Location:

☐ Will stay on sidewalks and follow pedestrian laws

☐ Parade Location:

Number of Floats:

11. SECURITY/OTHER *please complete the Security Application for approval of Security*

☒ Private Security/Officers

Company name: ROTC

Number of Personnel: 4

☐ Animals

Quantity:

What kind:

☐ Motion Pictures/Videos

☐ Other:

☐ \$75.00 for attendance under 300

☐ \$150.00 for attendance over 300 Total:

By submitting a signed application, the applicant certifies that falsifying any information on this application constitutes cause for rejection or revocation of the Permit.

Melynda Thorpe

Print Applicant's Name

Applicants Signature

9/17/15

Date

SPECIAL EVENT PERMIT APPLICATION

pg. 3

EVENT DESCRIPTION

PLEASE DESCRIBE YOUR EVENT IN DETAIL ADD ANY ADDITIONAL INFORMATION OR PAGES

- *Please be sure to include any elements of your event that will help with the approval of the event.*

The George Jazz Garden from the George First Friday Streetfest is joining in another great downtown event, The Live United Live Music Festival.

Over the last 4 months our community has shown their support for great community events such as the George First Friday Streetfest and the George Jazz Garden in Ancestor Square. Attendance numbers have exceeded all expectations and people want more. The George Jazz Garden has created a venue for adults to mingle outside, enjoy good music and enjoy an adult beverage (3.2 locally brewed beer) and be able to socialize with friends. With this other great music venue returning for its second year our community has requested that we continue the movement to offer an option for adults who want to enjoy a beer while listening to music. We have obtained permission from a local business who resides adjacent to the music festival to allow us to use his parking lot to house the Jazz Garden. It will be fenced, just as we do at Ancestor Square, as well as having security people, ticket handlers and sellers and managers on sight. One Hot Grill is excited to provide food for the Jazz/Beer Garden. There will be a cover charge as well as wrist bands to control distribution.

SPECIAL EVENT PERMIT APPLICATION

pg. 4

DETAILED SITE MAP

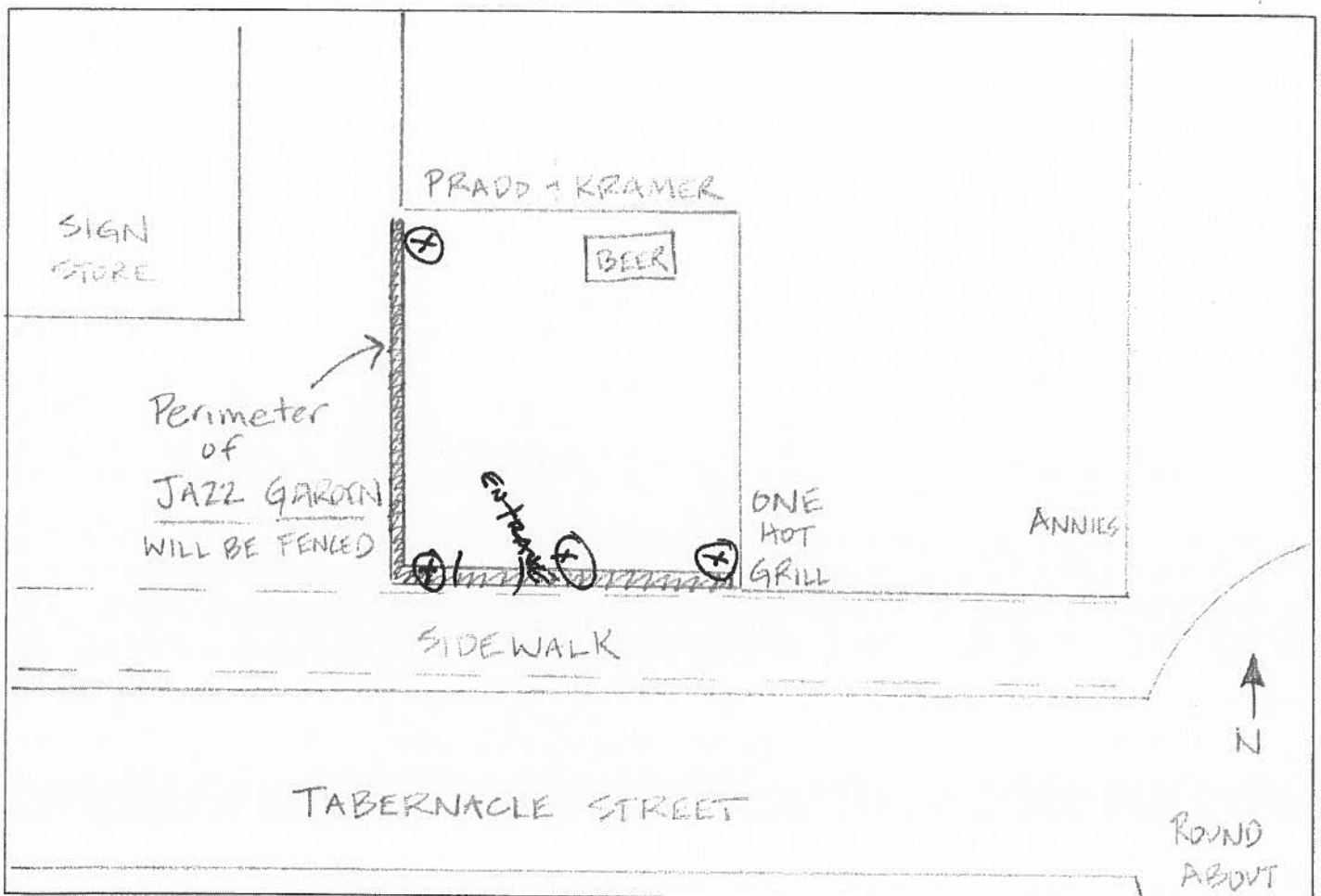
PLEASE INCLUDE OR ATTACH A DETAILED SITE PLAN AND/OR ROUTE MAP. COMPUTER OR HAND-DRAWN SITE PLANS ARE APPROPRIATE. *Be aware that if you are faxing a map, many elements may not be visible.*

Your map should include:

- The names of streets, placement of barricades, and/or road closures
- The areas where participants and vendors/merchants will park
- Parade forming and disbanding areas, bleachers, etc.
- Vendor and booth placement, tables, etc.
- Portable Toilets
- Fencing
- Stage, Tents and materials, storage, etc. used in the event.

⊕ = security
⊙ = VOLUNTEERS
ROADSIDE
PERIMETER

North



SPECIAL EVENT PERMIT APPLICATION

pg. 6

SECURITY PLAN APPROVAL REQUEST FORM

All questions must be answered completely or application will not be considered. Please allow TEN (10) days for approval. (Together with this application please provide a written security plan, include names of all security personal.)

EVENT NAME: George Jazz Garden

Event Location: 14 Tabernacle Street

Type of Event: Beer Garden

Date of Event: 10/10/15

Hours of Event: 7 hours

Number of Expected Attendance: 150

Occupancy Load:

Name of Applicant: Melynda Thorpe

Address:

Day Phone: 435.773.0781

Cell/Other:

E-mail: melynda@emceesquare.com

- Security Personal must be 21 years old or older;
- A Security Director must be onsite at all times with a cell phone;
- Shirts or Vests must look the same. "SECURITY" must be stated on the shirt or vest so it is visible to the public and the Police Department

<input checked="" type="checkbox"/> Police Officers	2 Police Officers per	1 to 300 People
<input checked="" type="checkbox"/> Security Officers in Uniform	3 Security Officers Per	1 to 300 People
<input checked="" type="checkbox"/> Private Citizens in Security Shirts or Vests	4 Private Citizens per	1 to 300 People

Name of Security Contact: Melynda Thorpe Cell Number: 435.773.0781

Comments:

*Rot U over me of 21 - Rotc security for united live
4 security officers will be given to*

I understand that falsifying any information on this application constitutes sufficient cause for rejection or revocation of the Special Event Permit. I also understand that the Police Department may require additional information as permitted by Ordinance, and also agree to supply the same.

Jazz Garden

Applicant Signature:  Date: 9/17/15

Received Date:	Permit No:
Police Approved:	Date Issued:
Approval with Comments:	

SINGLE EVENT PERMIT
Local Consent

PURPOSE: Local business licensing authority provides written consent to the Alcoholic Beverage Control Commission to issue an event permit to an organization for the purposes of storage, sale, offer for sale, furnish, or allow the consumption of an alcoholic product on the event premises

AUTHORITY: Utah Code 32B-9-201

St. George

Local business license authority

, [☒] City [] Town [] County

hereby grants its consent to the issuance of a temporary single event permit license to:

Applicant Entity/Organization: Emcee Square Media & Events

Event Name: Jazz Garden @ Live United LIVE!

Event location address: 14 Tabernacle Parking Lot, St. George, UT 84770

On the Tenth (10) day(s) of October, 2015

during the hours of 3pm - 12:00am, pursuant to the provision of Utah Code 32B-9.

Authorized Signature

Name/Title

Date

SPECIAL EVENT PERMIT APPLICATION

VENDOR INFORMATION

Please provide the following information for all vendors. The sublicense fee for each vendor is \$5.00
Special Event Tax Numbers are required for each Vendor. Those Vendors selling, giving away, or preparing food on site are required to obtain approval from the SW Heath Department.

[illegible]

DRAFTAgenda Item Number : **6C**

Request For Council Action

Date Submitted 2015-09-14 11:24:00**Applicant** PC**Quick Title** PC Report from September 8, 2015 and September 22, 2015**Subject** Consider the Planning Commission report from the meeting on September 8, 2015 and September 22, 2015.**Discussion** PC had two rather short meetings for both agendas. Items on the agenda mostly consisted of subdivisions, including two preliminary plats, several final plats, and a CUP for a tower.**Cost** \$0.00**City Manager Recommendation** Not much from the planning commission meetings. Mostly plats.**Action Taken****Requested by** John Willis**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

PCR ITEM 2A

Preliminary Plat

PLANNING COMMISSION AGENDA REPORT: 09/08/2015
CITY COUNCIL MEETING: 09/24/2015

PRELIMINARY PLAT
Tupelo Estates Phase 5
Case No. 2015-PP-024

Request: A request to approve a preliminary plat for a twenty-two (22) lot single family residential subdivision

Location: 3200 E and Crimson Ridge Drive

Property: 5.71 acres

Number of Lots: 22

Density: 3.85 du/ac

Zoning: R-1-8 (Single Family Residential 8,000 sq. ft. minimum lot size)

Adjacent zones: This plat is surrounded by the following zones:
North – R-1-10
South – R-1-10, Mining and Grazing
East – R-1-8
West – R-1-8

General Plan: LDR, Low Density Residential

Applicant: Development Solutions

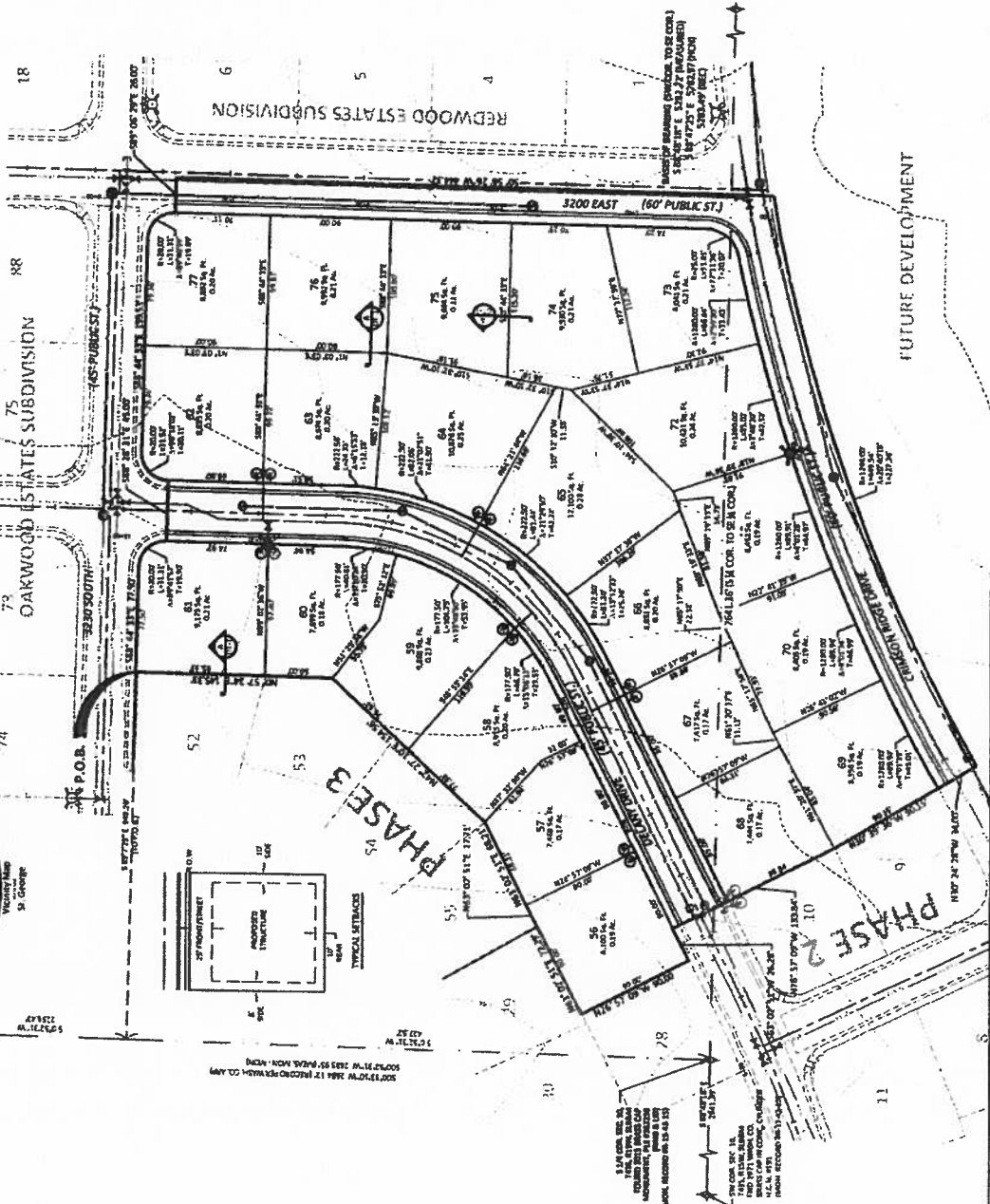
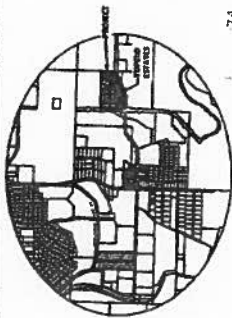
Representative: Steve Kamlowsky

Comments:

1. The applicant is requesting lot size averaging. There will be four (4) lots under 8,000 square feet.
2. The density for phase 5 is 3.85 du/acre which exceeds the maximum density of 3.7du/acre for lot size averaging in an R-1-8 zone. However, the overall density for the Tupelo project, phases 1-5, is 3.63 du/acre which is less than the maximum allowed density of 3.7 du/acre.

TUPELO ESTATES PHASE 5 PRELIMINARY PLAT

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 10
AND THE NORTHEAST QUARTER OF SECTION 15,
TOWNSHIP 43 SOUTH, RANGE 15 WEST, S.L.B.&M.



LEGAL DESCRIPTION:

BEING A PART OF THE "TUPELO ESTATES" PLAT, LAY OUT IN THE SECTION 10, A DISTANCE OF 47.17 FEET... (The text continues with a detailed legal description of the property boundaries and easements, including references to previous plats and survey measurements.)

CONTAINS 3.11 ACRES

SITE DATA:

TOTAL SITE AREA	3.11 ACRES
TOTAL DEVELOPABLE AREA	2.71 ACRES
TOTAL EXISTING IMPROVEMENTS	1.00 ACRES
TOTAL EXISTING CROWN CROWN	1.00 ACRES
LOTS GREATER THAN 1/2 ACRE	15 LOTS
LOTS LESS THAN 1/2 ACRE	15 LOTS

BENCHMARK

EXISTING CORNER BETWEEN 3200 EAST AND 3200 WEST, 1/4 SECTION 10, TOWNSHIP 43 SOUTH, RANGE 15 WEST, S.L.B.&M. (1977) IS THE BENCHMARK FOR THIS PLAT.

NOTES:

1. ALL STREETS TO BE PUBLIC RIGHT OF WAY, CONSTRUCTED TO CITY STANDARDS.
2. THIS SITE IS NOT LOCATED WITHIN A FLOOD HAZARD ZONE.

LEGEND

---	SUBDIVISION BOUNDARY
---	EXISTING CURB & GUTTER
---	15' CITY EASEMENT
---	PROPOSED EASEMENT
---	PROPOSED WATER LINE
---	PROPOSED STORM DRAINAGE
---	STORM DRAINAGE
---	EXISTING FIRE HYDRANT
---	PROPOSED FIRE HYDRANT
---	WATER VALVE
---	SEWER MANHOLE
---	CATCH BASIN



DT-1

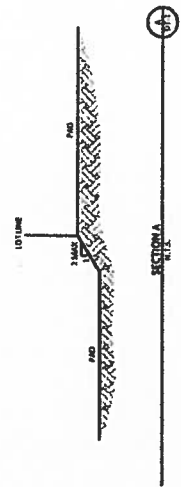
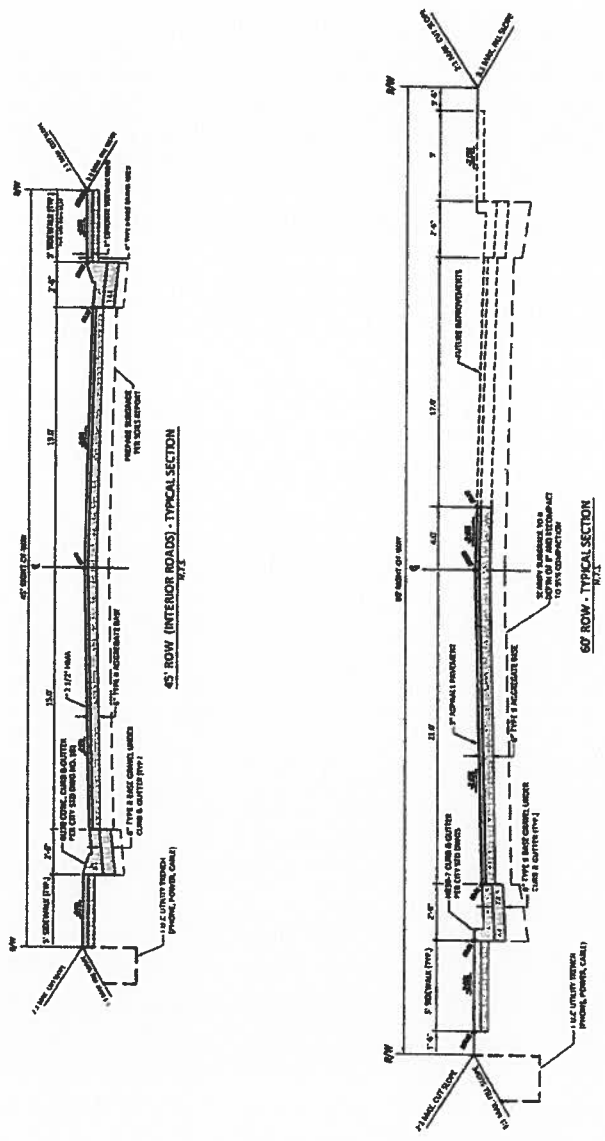
2 OF 2 TOTAL

DEVELOPMENT SOLUTIONS, INC.
 LAND PLANNERS, CIVIL ENGINEERS
 130 East St. George, UT 82701
 Office (435) 628-2121 Fax (435) 628-2553
 www.developmentsolutions.com

NO.	REVISION
1	ISSUED
2	REVISED
3	REVISED
4	REVISED
5	REVISED
6	REVISED
7	REVISED
8	REVISED
9	REVISED
10	REVISED

TUPELO ESTATES
 PHASES 5
 ST. GEORGE, UTAH
 DETAILS & SECTIONS

NO.	REVISION
1	ISSUED
2	REVISED
3	REVISED
4	REVISED
5	REVISED
6	REVISED
7	REVISED
8	REVISED
9	REVISED
10	REVISED



CITY OF ST. GEORGE
WASHINGTON COUNTY, UTAH

PLANNING COMMISSION REPORT: SEPTEMBER 8, 2015
PLANNING COMMISSION REPORT: SEPTEMBER 22, 2015
CITY COUNCIL MEETING: SEPTEMBER 24, 2015

1. **PUBLIC HEARING TO BE ADVERTISED FOR OCTOBER 15, 2015**

(Note: There is not enough time to advertise this item for the October 1st CC meeting)

Consider a zoning regulation amendment to amend sections pertaining to short term rental parking: Title 10 Zoning Regulations, Chapter 14 'Supplementary and Qualifying Regulations', Section 10-14-22 "Short Term Leases of Residential Property." Section 10-14-22.3 'Auto and Parking Regulations' to change the existing parking requirements which will allow for higher densities in dwelling units, to allow tandem parking, and to allow tandem parking in the front setback area, add a new section (10-14-22.5) which defines occupancy. Consider amendments pertaining to parking in: Title 10 Zoning Regulations, Chapter 19 'Off Street Parking Requirements' Section 10-19-3 "Access to Individual Parking Spaces" and Section 10-19-4 "Residential Area Requirements" and Chapter 8 'Planned Development Zone' Section 10-8-5 (D)(d) "Residential Development Standards." Case No. 2015-ZRA-007 (Staff – John Willis)

2. **PRELIMINARY PLATS (PP)** *(From the 9/8 PC meeting)*

A. Consider approval of a preliminary plat for a twenty-two (22) lot residential subdivision development called "**Tupelo Estates Phase 5.**" The applicant is Quality Development, LLC. The representative is Mr. Steve Kamlowky, Development Solutions Group, Inc. The property is zoned R-1-18 (Single Family Residential 8,000 sq. ft. minimum lot size) and is located at the southwest corner of the intersection of 3230 South and 3200 East Streets. Case No. 2015-PP-024 (Staff – Wes Jenkins).

B. Consider approval of a preliminary plat for a ten (10) lot commercial subdivision development called "**Dinosaur Crossing Phase 2.**" The owner is Dinosaur Crossing, LLC., the applicant is Smith's Food and Drug Centers, and the representative is Mr. Bret Wahlen, Anderson Wahlen and Associates. The property is zoned PD-C (Planned Development Commercial) and is located at the southeast corner of the intersection of Riverside Drive and Mall Drive. Case No. 2015-PP-026 (Staff – Wes Jenkins).

3. **FINAL PLATS (FP)** *(From the 9/22 PC meeting)*

A. Consider approval of a ten (10) lot residential subdivision Final Plat for "**Cornerstone Phase 3.**" The property is zoned R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size) and is located at approximately 3150 East and 2805 South Street. The representative is Mr. Roger Bundy, R & B Surveying. Case No. 2015-FP-015. (Staff – Wes Jenkins)

- B. Consider approval of a ten (10) lot residential subdivision Final Plat for **"Cornerstone Phase 4."** The property is zoned R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size)-and is located at approximately 3150 East and 2840 South Street (south of Phase 3). The representative is Mr. Mr. Roger Bundy, R & B Surveying. Case No. 2015-FP-016. (Staff – Wes Jenkins)
 - C. Consider approval of a eight (8) lot residential subdivision Final Plat for **"Sycamore Phase 7."** The property is zoned R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size) and is located at approximately 2640 E 2900 S. The representative is Mr. Brad Petersen, Development Solutions. Case No. 2015-FP-020. (Staff – Wes Jenkins)
 - D. Consider approval of a ten (10) lot residential subdivision Final Plat for **"Sycamore Phase 8."** The property is zoned R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size) and is located at approximately 2700 E 2900 S. The representative is Mr. Brad Petersen, Development Solutions. Case No. 2015-FP-021. (Staff – Wes Jenkins)
 - E. Consider approval of a twenty-one (21) lot residential subdivision Final Plat for **"Tupelo Estates Phase 2"** The property is zoned R-1-8 (Single Family Residential 8,000 sq. ft. minimum lot size) and is located at approximately 3130 east and Delany Drive 3 (in the Little Valley area). The representative is Mr. Brad Petersen, Development Solutions. Case No. 2015-FP-045. (Staff – Wes Jenkins)
 - F. Consider approval of a five (5) lot residential subdivision Final Plat for **"Tupelo Estates Phase 3."** The property is zoned R-1-8 (Single Family Residential 8,000 sq. ft. minimum lot size) and is located at Amaranth Drive and the south side of 3230 South Street (in the Little Valley area). The representative is Mr. Brad Petersen, Development Solutions. Case No. 2015-FP-022. (Staff – Wes Jenkins)
 - G. Consider approval of a four (4) lot residential subdivision Final Plat for **"Tupelo Estates Phase 4."** The property is zoned R-1-8 (Single Family Residential 8,000 sq. ft. minimum lot size) and is located at approximately 3175 East and 3230 South Street (in the Little Valley area). The representative is Mr. Brad Petersen, Development Solutions. Case No. 2015-FP-043. (Staff – Wes Jenkins)
4. **FINAL PLAT AMENDMENT (FPA)** *(From the 9/22 PC meeting)*
- Consider approval of an amended commercial condominium subdivision final plat for **"Boulevard Centre Pad "C" Condominiums 2nd Amendment."** The property is zoned C-4 and is located at 162 North 400 east Building C. The representative is Mr. Bob Hermandson, Bush and Gudgell. Caser No. 2015-FPA-018. (Staff - Wes Jenkins)

5. **LOT LINE ADJUSTMENT (LLA)** *(From the 9/22 PC meeting)*

- A. Consider approval of a lot line adjustment for property located at **496 West Diagonal Street** (northeast of the intersection of 500 West Street and Diagonal Street). The property is zone R-1-8 (Single Family Residential 8,000 sq. ft. minimum lot size). The representative is Mr. Reid Pope, Pope Engineering. Case No. 2015-LRE-023 (Staff - Wes Jenkins)
- B. Consider approval of an easement vacation / lot line adjustment within a final plat subdivision; **"Lot 122 and 123 of the Estates at Valderra."** The property is located at 4621 North Painted Sky Drive (within the Ledges Development). The property is zoned PD-R (Planned development Residential). The representative is Mr. Brandon Anderson, Rosenberg Associates. Case No. 2015-LRE-025 (Staff – Wes Jenkins)

Note: This will be heard by City Council as a public hearing and ordinance

- C. Consider approval of a lot line adjustment within a final plat subdivision; **"Lot 8, 11, and 12 of Quail Valley Estates."** The property is located at 1558 East 1800 South (Lot 8) and 1529 East 1850 South Street (Lot 12), and 1545 East 1850 South Street (Lot 11). The property is zone R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size). Case No. 2015-LRE-024 (Staff – Wes Jenkins)

Note: This will be heard by City Council as an ordinance

- D. Consider approval of a lot split located at **"Lot 168 in the Fort Pierce Industrial Park"** located at 1170 East Venture Drive. The property is zoned M-1 (Manufacturing). The representative is Mr. Ried Pope, L.R. Pope Engineering. Case No. 2015-LRE-026 (Staff – Wes Jenkins)

6. **CONDITIONAL USE PERMIT** *(From the 9/22 PC meeting)*

Consider a request to construct a thirty foot (30') high telecommunications tower and related equipment in the Ledges Development (south of Winchester Hills) adjacent to the existing blue water tank. The applicant is InfoWest Inc. and the representative is Mr. Kelly Nyberg. Case No. 2015-CUP-012 (Staff – Ray Snyder)

7. **OTHER BUSINESS**

- A. The Planning Commission approved a WMP (Wireless Master Plan) for **InfoWest, Inc.** The representative is Mr. Kelly Nyberg, InfoWest. Case No. 2015-WMP-001. (Staff - Ray Snyder). This item was heard before the CUP (Case No. 2015-CUP-012)
- B. There are four (4) Final Plats which were heard at the September 22nd Planning Commission meeting, but will not appear until the October 1st PCR.

PCR ITEM 2B

Preliminary Plat

PLANNING COMMISSION AGENDA REPORT: 09/08/2015
CITY COUNCIL MEETING: 09/24/2015

PRELIMINARY PLAT

Dinosaur Crossing Phase 2

Case No. 2015-PP-026

Request: A request to approve a preliminary plat for a ten (10) lot commercial subdivision.

Location: The site is located at the southeast corner of the intersection of Riverside Drive and Mall Drive

Property: 27.518 acres

Number of Lots: 10

Zoning: PD-C (Planned development Commercial)

Note: CC approved C-2 & R-1-10 to PD-C on this site on 5/21/2015 (Case No. 2015-ZCA-006)

Adjacent zones: This plat is surrounded by the following zones:
North – C2
South – R-1-10
East – R-1-10 & PD-R
West – C3 & R-1-10

General Plan: Commercial

Applicant: Smith's Food & Drug Centers

Representative: Bret Wahlen, Anderson Wahlen & Associates

Comments:

1. Lot 10: On Lot 10 the applicant shall show the 100 year flood plain, erosion hazard line, and the floodway. Explain how a LOMAR will be processed and how the lot will be raised. Note that Rosenberg Associates is processing.
2. Main Entrance: The main entrance will be though the north of Lot 6.

3. Driveway – Lot 2: A driveway location is between Lot 2 and the existing Dinosaur Museum is on Lot 1.
4. Driveway Lot 4: A driveway between Lot 4 and the Golden West Credit Union. This is on Lot 1.
5. Access , Parking: The applicant proposes to have a full REA agreement between owners of lots for cross access, shared parking, utilities, drainage, etc.
6. Roadway Improvements: The City requires the developer to improve all roadways along the frontage of their development. 2200 East is a 50 ft. ROW – minimum AC to be 25 ft. Per the developer, Bach Homes will develop their project before Smith's & they will coordinate with Bach & Rosenberg that they dedicate 2200 east with their plat since they will develop first and improve the road.
7. Trails Edge Road: On the easterly side of Lot 10 – the width of trail increase to more than 60 ft. This is the area where the road and trail separate – the area will be City owned.
8. Trails Edge Road – Name: The name needs to be revised as there is already a 'Trails Parkway' and the two names are too similar.
9. Trail – E/O Mall Drive: There is a 10 ft. trail along the easterly side of Mall Drive Bridge. An easement is required as it is outside of the public ROW.
10. Trail – Lot 10: There is a 10 ft. trail that will connect Mall Drive to the Virgin River Trail.

PCR ITEM 3A

Final Plat

PLANNING COMMISSION AGENDA REPORT: 09/22/2015
CITY COUNCIL MEETING: 09/24/2015

FINAL PLAT

Cornerstone Phase 3

Case No. 2015-FP-015

Request: Approval of a 10 Lot Residential Subdivision Final Plat

Representative: Roger Bundy, R&B Surveying
257 Prickley Pear Drive
Washington, UT 84780

Property: Located at approximately 3150 East and 2805 South Street

Zone: R-1-10

Staff Comments: All aspects of this Final Plat were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the Preliminary Plat conditions and approvals.

P.C.: The Planning Commission recommends approval.

ROBERT M. BERRY, DO HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 1884, IN ACCORDANCE WITH TITLE 84, CHAPTER 32, OF THE UTAH CODE, AN ACT TO REGULATE THE LAND SURVEYING BUSINESS AND TO PROVIDE FOR THE REGULATION OF THE LAND SURVEYING BUSINESS. I HAVE MADE A SURVEY OF THE TRACT OF LAND DESCRIBED IN THE FOREGOING, AND HAVE PLACED MARKERS AS SHOWN IN ACCORDANCE WITH SECTIONS 32-35-47, AND HAVE SAVED SAID TRACT OF LAND INTO LOVE, PUBLIC HIGHWAY, AND



CORNERSTONE PHASE 3

Value

LEGAL DESCRIPTION

ALPHIN SCHOOL DISTRICT, 1971-1972, 1973-1974, 1975-1976, 1977-1978, 1979-1980, 1981-1982, 1983-1984, 1985-1986, 1987-1988, 1989-1990, 1991-1992, 1993-1994, 1995-1996, 1997-1998, 1999-2000, 2001-2002, 2003-2004, 2005-2006, 2007-2008, 2009-2010, 2011-2012, 2013-2014, 2015-2016, 2017-2018, 2019-2020, 2021-2022, 2023-2024, 2025-2026, 2027-2028, 2029-2030, 2031-2032, 2033-2034, 2035-2036, 2037-2038, 2039-2040, 2041-2042, 2043-2044, 2045-2046, 2047-2048, 2049-2050, 2051-2052, 2053-2054, 2055-2056, 2057-2058, 2059-2060, 2061-2062, 2063-2064, 2065-2066, 2067-2068, 2069-2070, 2071-2072, 2073-2074, 2075-2076, 2077-2078, 2079-2080, 2081-2082, 2083-2084, 2085-2086, 2087-2088, 2089-2090, 2091-2092, 2093-2094, 2095-2096, 2097-2098, 2099-2100, 2101-2102, 2103-2104, 2105-2106, 2107-2108, 2109-2110, 2111-2112, 2113-2114, 2115-2116, 2117-2118, 2119-2120, 2121-2122, 2123-2124, 2125-2126, 2127-2128, 2129-2130, 2131-2132, 2133-2134, 2135-2136, 2137-2138, 2139-2140, 2141-2142, 2143-2144, 2145-2146, 2147-2148, 2149-2150, 2151-2152, 2153-2154, 2155-2156, 2157-2158, 2159-2160, 2161-2162, 2163-2164, 2165-2166, 2167-2168, 2169-2170, 2171-2172, 2173-2174, 2175-2176, 2177-2178, 2179-2180, 2181-2182, 2183-2184, 2185-2186, 2187-2188, 2189-2190, 2191-2192, 2193-2194, 2195-2196, 2197-2198, 2199-2200, 2201-2202, 2203-2204, 2205-2206, 2207-2208, 2209-2210, 2211-2212, 2213-2214, 2215-2216, 2217-2218, 2219-2220, 2221-2222, 2223-2224, 2225-2226, 2227-2228, 2229-2230, 2231-2232, 2233-2234, 2235-2236, 2237-2238, 2239-2240, 2241-2242, 2243-2244, 2245-2246, 2247-2248, 2249-2250, 2251-2252, 2253-2254, 2255-2256, 2257-2258, 2259-2260, 2261-2262, 2263-2264, 2265-2266, 2267-2268, 2269-2270, 2271-2272, 2273-2274, 2275-2276, 2277-2278, 2279-2280, 2281-2282, 2283-2284, 2285-2286, 2287-2288, 2289-2290, 2291-2292, 2293-2294, 2295-2296, 2297-2298, 2299-2300, 2301-2302, 2303-2304, 2305-2306, 2307-2308, 2309-2310, 2311-2312, 2313-2314, 2315-2316, 2317-2318, 2319-2320, 2321-2322, 2323-2324, 2325-2326, 2327-2328, 2329-2330, 2331-2332, 2333-2334, 2335-2336, 2337-2338, 2339-2340, 2341-2342, 2343-2344, 2345-2346, 2347-2348, 2349-2350, 2351-2352, 2353-2354, 2355-2356, 2357-2358, 2359-2360, 2361-2362, 2363-2364, 2365-2366, 2367-2368, 2369-2370, 2371-2372, 2373-2374, 2375-2376, 2377-2378, 2379-2380, 2381-2382, 2383-2384, 2385-2386, 2387-2388, 2389-2390, 2391-2392, 2393-2394, 2395-2396, 2397-2398, 2399-2400, 2401-2402, 2403-2404, 2405-2406, 2407-2408, 2409-2410, 2411-2412, 2413-2414, 2415-2416, 2417-2418, 2419-2420, 2421-2422, 2423-2424, 2425-2426, 2427-2428, 2429-2430, 2431-2432, 2433-2434, 2435-2436, 2437-2438, 2439-2440, 2441-2442, 2443-2444, 2445-2446, 2447-2448, 2449-2450, 2451-2452, 2453-2454, 2455-2456, 2457-2458, 2459-2460, 2461-2462, 2463-2464, 2465-2466, 2467-2468, 2469-2470, 2471-2472, 2473-2474, 2475-2476, 2477-2478, 2479-2480, 2481-2482, 2483-2484, 2485-2486, 2487-2488, 2489-2490, 2491-2492, 2493-2494, 2495-2496, 2497-2498, 2499-2500, 2501-2502, 2503-2504, 2505-2506, 2507-2508, 2509-2510, 2511-2512, 2513-2514, 2515-2516, 2517-2518, 2519-2520, 2521-2522, 2523-2524, 2525-2526, 2527-2528, 2529-2530, 2531-2532, 2533-2534, 2535-2536, 2537-2538, 2539-2540, 2541-2542, 2543-2544, 2545-2546, 2547-2548, 2549-2550, 2551-2552, 2553-2554, 2555-2556, 2557-2558, 2559-2560, 2561-2562, 2563-2564, 2565-2566, 2567-2568, 2569-2570, 2571-2572, 2573-2574, 2575-2576, 2577-2578, 2579-2580, 2581-2582, 2583-2584, 2585-2586, 2587-2588, 2589-2590, 2591-2592, 2593-2594, 2595-2596, 2597-2598, 2599-2600, 2601-2602, 2603-2604, 2605-2606, 2607-2608, 2609-2610, 2611-2612, 2613-2614, 2615-2616, 2617-2618, 2619-2620, 2621-2622, 2623-2624, 2625-2626, 2627-2628, 2629-2630, 2631-2632, 2633-2634, 2635-2636, 2637-2638, 2639-2640, 2641-2642, 2643-2644, 2645-2646, 2647-2648, 2649-2650, 2651-2652, 2653-2654, 2655-2656, 2657-2658, 2659-2660, 2661-2662, 2663-2664, 2665-2666, 2667-2668, 2669-2670, 2671-2672, 2673-2674, 2675-2676, 2677-2678, 2679-2680, 2681-2682, 2683-2684, 2685-2686, 2687-2688, 2689-2690, 2691-2692, 2693-2694, 2695-2696, 2697-2698, 2699-2700, 2701-2702, 2703-2704, 2705-2706, 2707-2708, 2709-2710, 2711-2712, 2713-

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER OF ALL THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, PUBLIC RECORDS, BOOK 10, PAGE 10, OF THE PUBLIC RECORDS OF THE COUNTY OF LOS ANGELES, CALIFORNIA, DO HEREBY CERTIFY THAT THE SAME ARE NOT SUBJECT TO ANY EASEMENT, ENCUMBRANCE OR OTHER INTEREST IN THE SAME.

CORNERSTONE PHASE 3

[illegible]

**REOVIRUS INFECTION IN
THE DEAN LARSEN MANOR
ON TUBERCULAR INFECTED**

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

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THE PERSONALLY APPEARED BEFORE ME
ON THE _____ DAY OF _____
2014, _____, _____
AND _____, _____
OF _____, _____
COUNTY OF _____, STATE OF _____,
WHO ARE THE PARTIES TO THE ABOVE
ENTITLED AGREEMENT, HAVE BEEN
PERSONALLY KNOWN TO ME FOR
AT LEAST FIVE YEARS, AND I AM
A RESIDENT OF THE STATE OF
_____ AND AM A MEMBER OF THE
BAR OF THE SUPREME COURT OF
THE STATE OF _____.

NOTARY PUBLIC FULL NAME:

NEW COMMISSION MEMBERS

STAMP NOT REQUIRED IF ABOVE INFORMATION IS PROVIDED PER UTAH CODE, TITLE 40, CHAPTER 1, SECTION 101

FINAL PLAT

CORNERSTONE PHASE 3

A RESIDENTIAL SUBDIVISION LOCATED IN THE
NORTHEAST QUARTER OF SECTION 10,
TOWNSHIP 43 SOUTH, RANGE 15 WEST, SUB&M

RECORDED NUMBER

ASUPER APPROVAL

BY THE

APPROVAL AND AG
CITY OF ST. C

MISSION

PROVAL OF THE PLAN

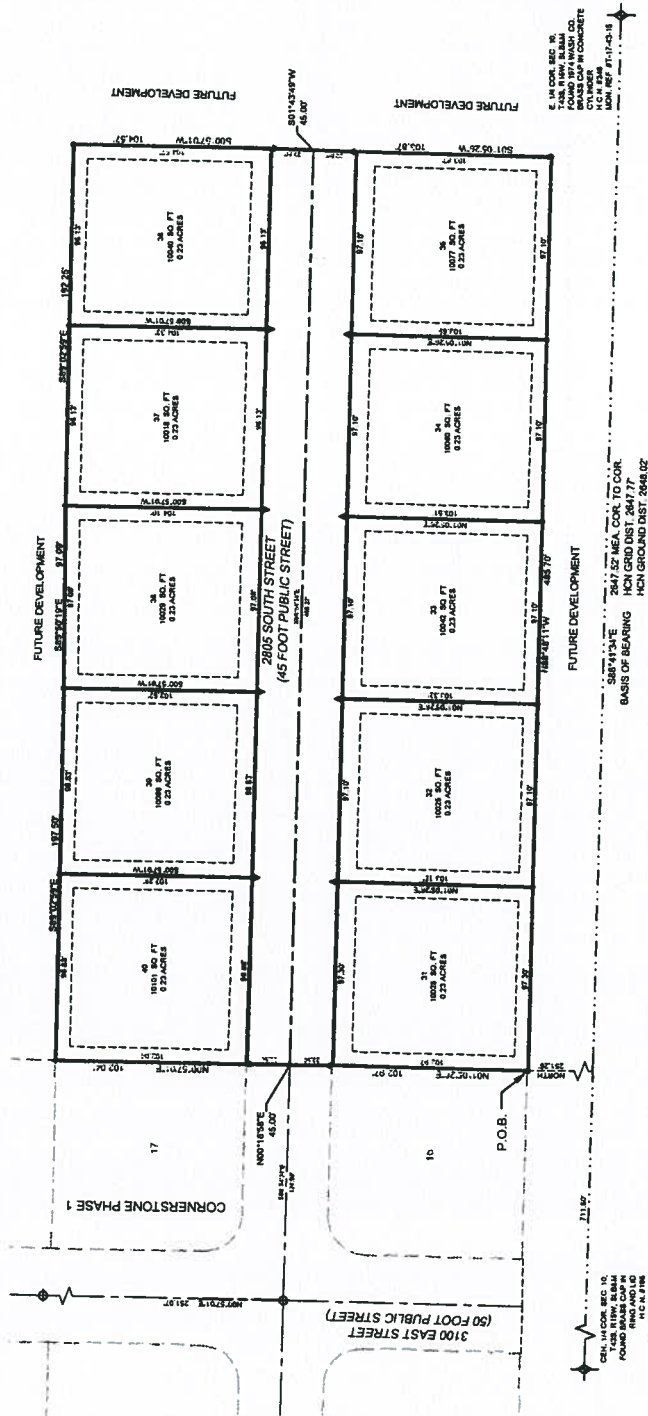
AS TO FORM

IS APPROVAL

MANAGER

OF PLANNING AND

1



GENERAL NOTES AND RESTRICTIONS CONT.

- [illegible]

GENERAL NOTES AND RESTRICTIONS

- THOSE STATES A MAJOR PUBLIC HEALTH PROBLEM. THE STATES OF ALABAMA, ARIZONA, CALIFORNIA, CONNECTICUT, FLORIDA, GEORGIA, ILLINOIS, INDIANA, IOWA, KANSAS, KENTUCKY, LOUISIANA, MAINE, MARYLAND, MASSACHUSETTS, MICHIGAN, MINNESOTA, MISSISSIPPI, MISSOURI, MONTANA, NEBRASKA, NEVADA, NEW HAMPSHIRE, NEW JERSEY, NEW MEXICO, NEW YORK, NORTH CAROLINA, NORTH DAKOTA, OHIO, OKLAHOMA, OREGON, PENNSYLVANIA, RHODE ISLAND, SOUTH CAROLINA, SOUTH DAKOTA, TENNESSEE, TEXAS, VERMONT, VIRGINIA, WASHINGTON, WEST VIRGINIA, WISCONSIN, and WYOMING.

LEGEND

- SECTIONAL MONUMENTATION (AS NOTED)
- RAIL SHEDDING REMAINS AND CAP IS NO. 7054
SET AT ALL NEAR PROPERTY CORNERS
- DORMING CLASS I MONUMENT
- CONCRETE ANCHORS TO BE SET IN SIDEWALK ON
A 2' EXTENSION OF THE PROPERTY LINE FROM



R&B SURVEYING, INC.

VAL AND ACCEPTANCE BY THE
CITY OF ST. GEORGE, UTAH

PLANNING COMMISSION

AS TO FORM	APPROVAL
------------	----------

ENGINEER'S APPROVAL

PLANNING AND ZONING MANAGER

APPRO

PCR ITEM 3B

Final Plat

PLANNING COMMISSION AGENDA REPORT: 09/22/2015
CITY COUNCIL MEETING: 09/24/2015

FINAL PLAT

Cornerstone Phase 4

Case No. 2015-FP-016

Request: Approval of a 10 Lot Residential Subdivision Final Plat

Representative: Roger Bundy, R&B Surveying
257 Prickley Pear Drive
Washington, UT 84780

Property: Located at approximately 3150 East and 2840 South Street (south of Phase 3)

Zone: R-1-10

Staff Comments: All aspects of this Final Plat were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the Preliminary Plat conditions and approvals.

P.C.: The Planning Commission recommends approval.

PCR ITEM 3C

Final Plat

PLANNING COMMISSION AGENDA REPORT: 09/22/2015
CITY COUNCIL MEETING: 09/24/2015

FINAL PLAT

Sycamore Phase 7
Case No. 2015-FP-020

Request: Approval of an 8 Lot Residential Subdivision Final Plat

Representative: Brad Petersen, Development Solutions
120 East St. George Blvd, Suite #300
St. George, UT 84770

Property: Located at approximately 3850 South and 2640 East Street (Little Valley Area, along the east side of Little Valley Road)

Zone: R-1-10

Staff Comments: All aspects of this Final Plat were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the Preliminary Plat conditions and approvals.

P.C.: The Planning Commission recommends approval.

PCR ITEM 3D

Final Plat

PLANNING COMMISSION AGENDA REPORT: 09/22/2015
CITY COUNCIL MEETING: 09/24/2015

FINAL PLAT
Sycamore Phase 8
Case No. 2015-FP-021

Request: Approval of a 10 Lot Residential Subdivision Final Plat

Representative: Brad Petersen, Development Solutions
120 East St. George Blvd, Suite #300
St. George, UT 84770

Property: Located at approximately 3850 South and 2650 East Street (Little Valley Area, east of Sycamore Phase 7)

Zone: R-1-10

Staff Comments: All aspects of this Final Plat were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the Preliminary Plat conditions and approvals.

P.C.: The Planning Commission recommends approval.

PCR ITEM 3E

Final Plat

PLANNING COMMISSION AGENDA REPORT:
CITY COUNCIL MEETING:

09/22/2015
09/24/2015

FINAL PLAT

Tupelo Estates Phase 2

Case No. 2015-FP-045

Request: Approval of a 21 Lot Residential Subdivision Final Plat

Representative: Brad Petersen, Development Solutions
120 East St. George Blvd, Suite #300
St. George, UT 84770

Property: Located at approximately 3130 East and Delany Drive (Little Valley Area)

Zone: R-1-8

Staff Comments: All aspects of this Final Plat were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the Preliminary Plat conditions and approvals.

P.C.: The Planning Commission recommends approval

PCR ITEM 3F

Final Plat

PLANNING COMMISSION AGENDA REPORT: 09/22/2015
CITY COUNCIL MEETING: 09/24/2015

FINAL PLAT

Tupelo Estates Phase 3
Case No. 2015-FP-022

Request: Approval of a 5 Lot Residential Subdivision Final Plat

Representative: Brad Petersen, Development Solutions
120 East St. George Blvd, Suite #300
St. George, UT 84770

Property: Located at Amaranth Drive and the south side of 3230 South Street
(Little Valley Area)

Zone: R-1-8

Staff Comments: All aspects of this Final Plat were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the Preliminary Plat conditions and approvals.

P.C.: The Planning Commission recommends approval

PCR ITEM 3G

Final Plat

PLANNING COMMISSION AGENDA REPORT: 09/22/2015
CITY COUNCIL MEETING: 09/24/2015

FINAL PLAT

Tupelo Estates Phase 4
Case No. 2015-FP-043

Request: Approval of a 4 Lot Residential Subdivision Final Plat

Representative: Brad Petersen, Development Solutions
120 East St. George Blvd, Suite #300
St. George, UT 84770

Property: Located at approximately 3175 East and 3230 South Street (Little Valley Area)

Zone: R-1-8

Staff Comments: All aspects of this Final Plat were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the Preliminary Plat conditions and approvals.

P.C.: The Planning Commission recommends approval

SURVEYOR'S CERTIFICATE:

- [illegible]

TUPELO ESTATES - PHASE 4

THE BEST OF MY KNOWLEDGE, THE LOTS SPOKE

DATE: _____



LEGAL DESCRIPTION:

[illegible]

PORTLAND: 42-553 SQ. FT. NO. 977 AC 0639

OWNER'S DEDICATION:

LOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE SCORBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, AND EASEMENTS HEREBY SET FORTH HEREINAFTER.

GRUPOLO ESTATES - PHASE 4

IS GOOD AND VALUABLE CONSIDERATION RECEIVED, THE UNDERSIGNED DECREE AND CONVEY TO THE CITY OF ST. GEORGE FOR PERPETUAL BENEFIT OF THE CITY OF ST. GEORGE ALL THAT CERTAIN LOT OR PARCELS OF LAND SHOWN ON THIS PLAN AS PUBLIC STREETS AND WATER COURSES, AND ALSO ALL THE BUILDINGS, STRUCTURES, AND EASEMENTS ARE AS NOTED OR SHOWN. THE OWNER DOES HEREBY WARRANT AND GUARANTEE THAT THE SAME ARE THE PROPERTY OF THE CITY OF ST. GEORGE ITS SUCCESSORS AND ASSIGNS, TITLE TO ALL PERSONS AND ALL RIGHTS OF ALL PERSONS IN THE SAME ARE HEREBY CONVEYED TO PUBLIC USE HEREIN AGAINST THE CLAIMS OF ALL PERSONS WHOSE CLAIMS ARE NOTED ON THIS PLAN AND SUBJECT TO THE DECLARATION OF COMMISSIONERS, COMPTROLLER AND THE BOARD OF PUBLIC WORKS OF THE CITY OF ST. GEORGE TO THE TOWNSHIP ESTATES SUBDIVISION - PHASE 1, RECORDED IN THE OFFICE OF THE CLERK OF THE DISTRICT COURT OF ST. GEORGE, DEPARTMENT OF LAND RECORDS DOCUMENT # 2001-0486357. S.A.M. DECEMBER 19, 2001.

WANT TO GET LAY MAN DOWN THE STRESS WORKING WITH ME INTO SET

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

[illegible]

ARY FROM THE MANG-

COMMISSION NUMBER: _____
COMMISSION EXPIRES: _____
UTAH PUBLIC COMMISSIONED BY UTAH
STAMP REQUIRED PER UTAH CODE,
46, CHAPTER 1, SECTION 1A3

— 2 —

Subdivision Final Plat for
TUPELO ESTATES - PHASE 4
located in the Southeast Quarter of Section 10,
Township 43 South, Range 15 West, SLB&M

USER APPROVAL

TREASURER, CERTIFY ON THIS
A.O. 30 THAT ALL TAXES,
AND FEES DUE AND OWING ON
PLAT HAVE BEEN PAID IN FULL

TREASURER

WASHINGTON COUNTY RECORDER

APPROVAL AND ACCEPTANCE BY THE CITY OF ST. GEORGE

THE MAYOR AND CITY COUNCIL OF THE CITY OF ST. GEORGE, UTAH, HAVE REVIEWED THE ABOVE RESOLUTION AND HAVE DETERMINED THAT THE SAME IS IN THE BEST INTERESTS OF THE CITY OF ST. GEORGE AND HAVE THEREFORE ADOPTED THE SAME AND HEREBY ACCEPT AND PUT INTO EFFECT THE SAME ON THE DAY OF _____ A.D. _____

ALL COMMITMENTS AND OBLIGATIONS PERTAINING THERE TO.

CITY OF ST. GEORGE, MAYOR

CITY OF ST. GEORGE, CITY RECORDER

IN THIS DAY OF A.D. THE PLANNING COMMISSION OF ST. GEORGE, HAVING REVIEWED THE SUBDIVISION PLAT COMMENDED SAME FOR ACCEPTANCE BY THE CITY.

APPROVED AS TO FACTS AND LAW OF _____

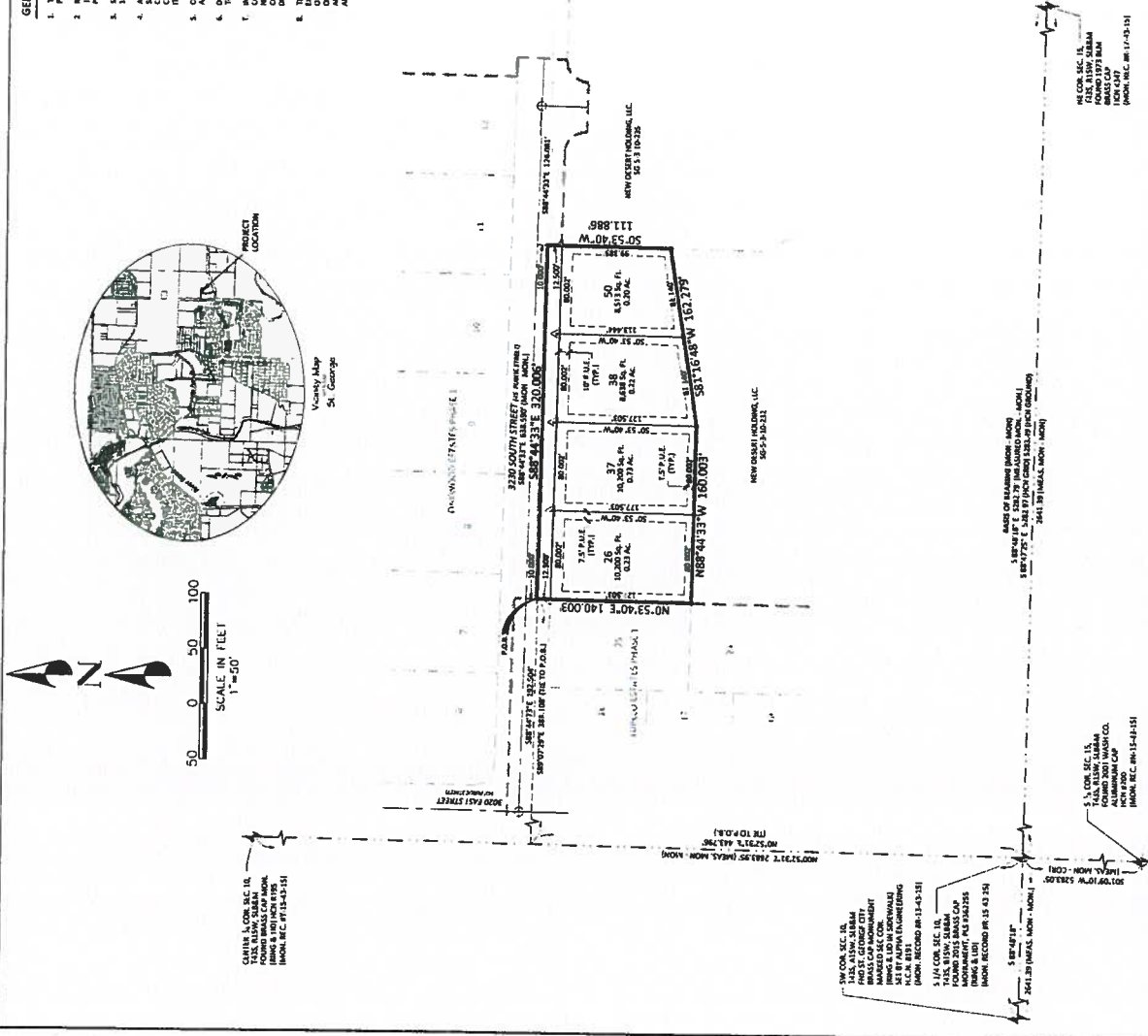
APPROVED AS TO FACTS AND LAW OF _____

CITY OF ST. GEORGE

THE HEREIN SUBDIVISION PLAN HAS
APPROVED IN ACCORDANCE WITH IN-
TERESTS OFFICE THIS _____ DAY OF _____

ENGINEER - CITY OF ST. GEORGE

CITY OF ST. GEORGE PLANNING AND ZONING MANAGER



PCR ITEM 4

Final Plat Amendment

PLANNING COMMISSION AGENDA REPORT: 09/22/2015
CITY COUNCIL MEETING: 09/24/2015

FINAL PLAT AMENDMENT

Boulevard Centre Pad "C" Condominiums 2nd Amended

Case No. 2015-FPA-018

Request: Approval of an Amended Commercial Condominium Subdivision Final Plat

Representative: Bob Hermandson, Bush and Gudgell
205 E. Tabernacle St., Suite 4
St. George, UT 84770

Property: Located at 162 North 400 East Building C

Zone: C-4

Staff Comments: The purpose of this Final Plat Amendment is to split Unit 202 on the Second Floor into two units (Unit 202-A and 202-B), and also Unit 302 on the Third Floor into two units (Unit 302-A and 302-B) and to open up the hallway to meet fire code on each floor. No other changes were made to this amendment.

All aspects of this Final Plat Amendment were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the Preliminary Plat conditions and approvals.

P.C.: The Planning Commission recommends approval



"Boulevard Centre PAD 'C'
Condominiums Second Amended"

A CONCRETE CONCRETE PAVING LAYOUT OF THE
 SECTION 1/4 OF SECTION 11, TOWNSHIP 43 NORTH, RANGE 15 WEST,
 FOR THE YEAR 1900

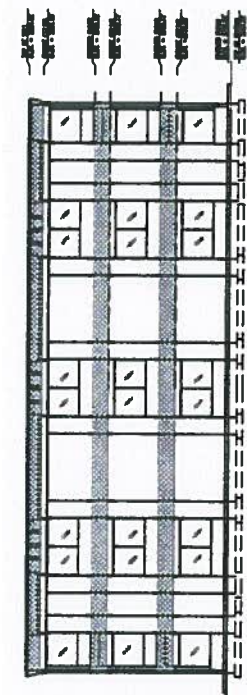
PREPARED BY
 JAMES H. HARRIS, L.S.



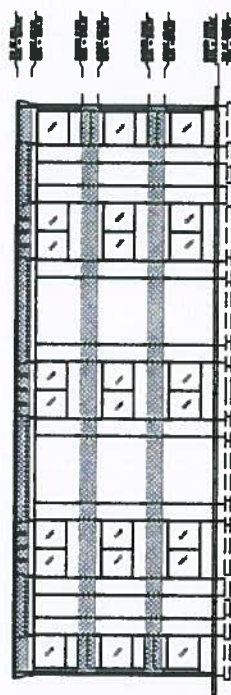
LEGEND

	PAD AREAS (PRIVATE OWNERSHIP)
	COMMON AREAS

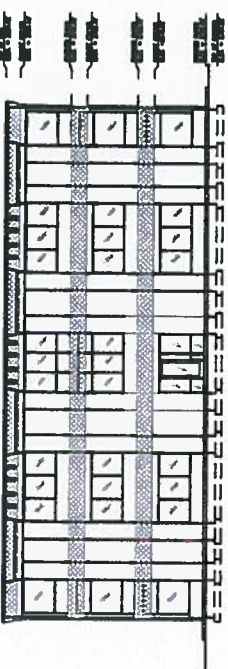
SECOND & THIRD FLOOR NOTES:



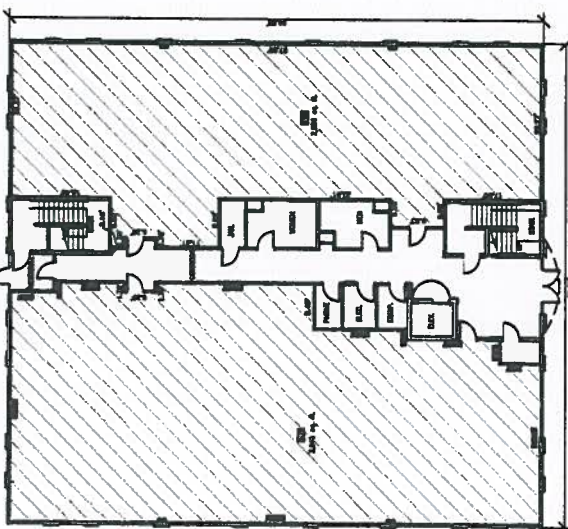
Front Elevation View



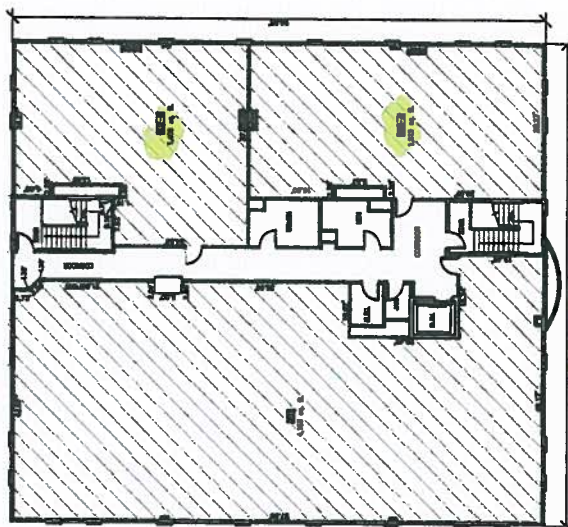
Left Side View



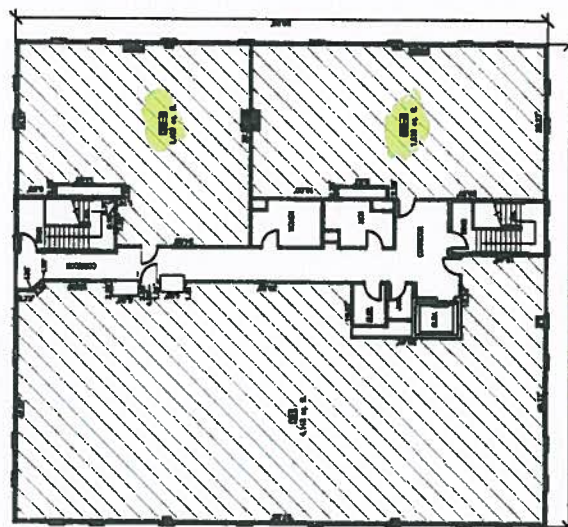
Rear Elevation View



Main Floor Plan



Second Floor Plan



Third Floor Plan

PCR ITEM 5A

Lot Line Adjustment

PLANNING COMMISSION AGENDA REPORT: 09/22/2015
CITY COUNCIL MEETING: 09/24/2015

LOT LINE ADJUSTMENT

E & F Investments

Case No. 2015-LRE-023

Request: Approval of a Lot Line Adjustment

Representative: Ried Pope, L.R. Pope Engineering
1240 East 100 South #15-B
St. George, UT 84790

Property: Located at 496 West Diagonal Street (northeast intersection of 500 West St. and Diagonal St.)

Zone: R-1-8

Staff Comments: There are currently three larger lots located in this area. They want to decrease the size of the lot with the house and merge the other lots together to make one big lot for a possible future development, making two lots total.

All aspects of this Lot Line Adjustment were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff. This was also approved by JUC (Joint Utility Committee) and it meets all of the conditions and approvals.

P.C.: The Planning Commission recommends approval

SURVEYOR'S CERTIFICATE

I, LLOYD REED POPE, HEREBY CERTIFY THAT UNDER THE LAWS OF THE STATE OF UTAH, I AM A REGISTERED LAND SURVEYOR HOLDING LICENSE NO. 150888 AND THAT UNDER THE OWNERS REQUEST AND UNDER MY DIRECTION, THE BELOW DESCRIBED PROPERTY HAS BEEN CORRECTLY STAKED ON THE GROUND AND THAT THIS PLAT REPRESENTS A TRUE AND ACCURATE SURVEY OF THE PROPERTY AS SHOWN.

[illegible]

CONTAINING 1.5% ACTOGEN

LOCATED IN NE 1/4 OF SECTION 24, T 42 S, R 16 W, S 16 BM

DATE: JULY 2015

1 of 1
SHEET

THE PURPOSE OF THIS LOT MERGER IS TO ALLOW THE CONSTRUCTION OF A SINGLE RESIDENCE AND COMBINE THE REMAINING PARCELS INTO ONE PARCEL FOR A TOTAL OF TWO NEW PARCELS.

JEFF PACE

- ☐ SECTION CORNER
- ☐ BOUNDARY CORNER TO BE SET WITH
SILVER NAIL IN PLASTIC CAP - L # 130083
- ☐ PARCEL CORNER NOT MONUMENTED
- ☐ EXISTING CORNER POLING
- ☒ EXISTING STAKE

PCR ITEM 5B

Easement Vacation/Lot Line Adjustment

PLANNING COMMISSION AGENDA REPORT: 09/22/2015
CITY COUNCIL MEETING: 09/24/2015

EASEMENT VACATION/LOT LINE ADJUSTMENT

Lot 122 & 123 of The Estates at Valderra

Case No. 2015-LRE-025

Request: Approval of an Easement Vacation/Lot Line Adjustment – within a Final Plat Subdivision

Representative: Brandon Anderson, Rosenberg Associates
352 E. Riverside Drive #A2
St. George, UT 84790

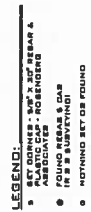
Property: Located at 4621 North Painted Sky Drive (Ledges Development)

Zone: PD-R

Staff Comments: The purpose of the Final Plat Amendment is to vacate the Public Utilities and Drainage Easement located between Lots 122 & 123 of The Estates at Valderra and adjust said Lot line to the south making Lot 122 bigger (to accommodate a swimming pool) and Lot 123 smaller. Both Lots are owned by the same person.

All aspects of this Easement Vacation/Lot Line Adjustment were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff. This was also approved by JUC (Joint Utility Committee) and it meets all of the conditions and approvals.

P.C.: The Planning Commission recommends approval



PCR ITEM 5C

Lot Line Adjustment

PLANNING COMMISSION AGENDA REPORT: 09/22/2015
CITY COUNCIL MEETING: 09/24/2015

LOT LINE ADJUSTMENT

Lot 8, 11 & 12 of Quail Valley Estates

Case No. 2015-LRE-024

Request: Approval of a Lot Line Adjustment – within a Final Plat Subdivision

Representative: Scott Woolsey, Alpha Engineering
43 South 100 East #100
St. George, UT 84770

Property: Located at 1558 East 1800 South St. (Lot 8) and 1529 East 1850 South St. (Lot 12) and 1545 East 1850 South St. (Lot 11)

Zone: R-1-10

Staff Comments: The purpose of the Final Plat Amendment is to adjust the Lot line between Lots 8, 11 & 12. This Lot Line Adjustment request is to match the Lot line with the way the fences were constructed. Lots 11 & 12 will deed a portion of their Lot to Lot 8. So Lots 11 & 12 get smaller and Lot 8 gets bigger. Public Utility and Drainage Easements do not need to be vacated in this adjustment.

All aspects of this Lot Line Adjustment were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff. This was also approved by JUC (Joint Utility Committee) and it meets all of the conditions and approvals.

P.C.: The Planning Commission recommends approval

PCR ITEM 5D

Lot Split

PLANNING COMMISSION AGENDA REPORT: 09/22/2015
CITY COUNCIL MEETING: 09/24/2015

LOT SPLIT

Lot 168 in the Fort Pierce Industrial Park

Case No. 2015-LRE-024

Request: Approval of a Lot Split

Representative: Ried Pope, L.R. Pope Engineering
1240 East 100 South #15-B
St. George, UT 84790

Property: Located at 1170 East Venture Drive (Fort Pierce Industrial Park)

Zone: M1

Staff Comments: The purpose this Lot Split is because a smaller building was built in the northwesterly corner of the 12+ acre parcel that only needed just over 2 acres leaving approximately 10 acres for a future building site. This has been approved by the Fort Pierce Approval Committee and also SITLA.

All aspects of this Lot Split were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff. This was also approved by JUC (Joint Utility Committee) and it meets all of the conditions and approvals.

P.C.: The Planning Commission recommends approval

ALLOYD REID FOME, PROFESSIONAL ENGINEER
A REGISTERED LAND SURVEYOR NO. 153089

PCR ITEM 6

30 ft. Tower

PLANNING COMMISSION AGENDA REPORT: 09/22/2015
CITY COUNCIL MEETING: 09/24/2015

CONDITIONAL USE PERMIT: Case # 2015-CUP-012

Request: A conditional use permit to construct a thirty foot (30') high telecommunications tower and related equipment.

Project: Construct a thirty (30') high telecommunications tower and related equipment in the Ledges Development (south of Winchester Hills) for InfoWest Inc.

Background: On January 27, 2009, the Planning Commission approved Case No. 2009-WMP-001 a Wireless Master Plan (WMP) for Verizon Wireless to add two Wireless Master Plan sites; one in Winchester Hills (*this location*) and one in Ft. Pierce. On October 1, 2009, the City Council also approved a conditional use permit (CUP), Case No. 2009-CUP-017, for a 100 ft. tower at this location.

This location was approved for Verizon and now InfoWest would also like to have a tower on the same location. Reference Case No. 2015-WMP-001 for InfoWest WMP (this same PC meeting).

Applicant: InfoWest Inc.
148 E Tabernacle
St George, Utah 84770

Representative: Mr. Kelly Nyberg
President and C.E.O.

Property: Located south of Winchester Hills (County) and located adjacent to the existing St George City Substation.

APN: SG-6-1-23-225
Located in Sec. 23, T41S, R16W SLB&M

Zoning: PD-RES (Planned Development Residential)

General Plan: LDR (Low Density Residential 4 du/ac)

Ordinance(s): Title 10, Chapter 22 “Wireless Telecommunication Facilities;”

Section 10-22-5: CONDITIONAL USES:

All wireless communication facilities other than those described in section [10-22-4](#) of this chapter as permitted uses shall be considered conditional uses and subject to review and approval as set forth in [chapter 17](#) of this title. (1998 Document § 26-4)

(Note: A 30 ft. tower in a residential zone is not listed as a permitted use and thus requires approval of a CUP).

10-22-6: FACILITY TYPES:

*C. Monopole With Antennas And Antenna Support Structures: The maximum visible width of antennas and antenna mounting structures on a monopole shall not exceed eight feet (8') in height or thirteen feet (13') in width as viewed looking directly at the monopole at the same elevation as the antennas and antenna mounting structure (see figure 3 attached to the ordinance codified herein and on file in the city office). No such antenna shall be located within one hundred fifty feet (150') of a **residential zone** unless approved by the planning commission. (1998 Document § 26-5; amd. 2003 Code)*

(Note: The Planning Commission is required to determine if a tower shall be permitted within 150 ft. of a residential zone. This site is within a residential zone, but will not be taller than the existing blue tank, will not be prominent, and the tower shall comply with required dimensions).

10-22-7: ADDITIONAL STANDARDS:

A. Height Limit: The height limit of any tower or pole is one hundred feet (100'). Each tower or pole shall require a conditional use permit, unless exempted in section [10-22-4](#) of this chapter.

(Note: This tower is only 30 ft. maximum)

B. Collocation: It is the policy of the city to encourage collocation of facilities wherever feasible. The burden will be on the applicant to demonstrate why collocation is not feasible.

(Note: No collocation is proposed).

C. Prohibited Areas: Monopoles or towers shall not be allowed within any required front yard setback nor within any required landscaped area, buffer area or parking area.

(Note: This proposal is not in the front setback or landscape area).

E. Accessory Buildings to Antenna Structures: Accessory buildings to antenna structures must comply with the required setback, height and landscaping requirements of the zoning district in which they are located. Monopoles shall be fenced with a six foot (6') vinyl coated chainlink fence or other fencing as approved or required by the planning commission. The climbing pegs shall be removed from the lower twenty feet (20') of the monopole. All power lines on the lot leading to the accessory building and antenna structure shall be underground.

(Note: The applicant will comply with fencing requirements around the tower and any related shelters. Setbacks will be met. Staff will review during the building permit process)

F. Historic Districts: Any antenna proposed for a location within a historic district or on a landmark site is subject to approval through the historic preservation commission and planning commission.

(Note: This is not in a historic district)

I. Engineering Review:

1. The city may, if it deems necessary, cause each site to be reviewed by a qualified electrical engineer. The costs shall be borne by the applicant. This review shall indicate whether or not the proposed facility will interfere with city, county or state communication facilities. In the event the new facility creates an electrical disturbance to these communication wavelengths, the applicant shall take the appropriate action to remove all interference generated by the new facility. Such remedial action may include changing the frequency that is broadcast or relocating the facility to a new location.

2. The electrical engineer may also review the submitted information to determine if other sites are available to achieve an equivalent signal distribution and not significantly affect the operation of the wireless communication facility. Such a review shall be made when an applicant indicates that no other acceptable site exists.

J. Permits: Prior to the construction of any facility, the applicant shall obtain the proper building permits, encroachment permits and other permits as required by city codes. (1998 Document § 26-6)

Narrative: The applicant has provided a descriptive narrative describing InfoWest's proposal (see attached letter with this staff report)

Comments: A 100 foot tower is the maximum height permitted by a CUP, but this request is only for 30 ft.

This 30 foot tower may be visible from residential properties; however the proposed proximity to the existing electrical substation should make it less intrusive to the community.

The tower and shelter shall have required security fencing.

P.C.: The Planning Commission recommends approval with the condition that a six foot (6') fence be erected around the equipment shelter with a lockable gate and with findings (see below).

Findings:

The following standards must be met to mitigate the reasonably anticipated detrimental effects if **imposed** as a condition of approval:

Yes	N/A	Category	Description
	X	A. Noise	1. Excessive noise (unwanted or undesired sound) can cause serious impacts to health, property values, and economic productivity. Conditional uses shall not impose excessive noise on surrounding uses. "Excessive noise" generally means noise that is prolonged, unusual, or a level of noise that in its time, place and use annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others.
	X	B. Dust	1. Comply with all air quality standards, state, federal and local. 2. Use shall not create unusual or obnoxious dust beyond the property line.
	X	C. Odors	1. Comply with all air quality standards, state, federal and local. 2. Use shall not create unusual or obnoxious odors beyond the property line.
PC to determine if the use is compatible with the Ledges residential		D. Aesthetics	1. Blend harmoniously with the neighborhood so the use does not change the characteristics of the zone and the impact of the use on surrounding properties is reduced.

Meet any related fire and electrical codes		E. Safety	<p>1. Take the necessary measures to avoid or mitigate any safety problems created by the use, including problems due to traffic, rockfall, erosion, flooding, fire, hazardous materials, or related problems.</p> <p>2. Uses shall not locate within the 100-year floodplain as identified by FEMA unless expressly recommended by the city engineer in conformance with city engineering standards and all state, local and federal laws.</p>
	X	F. Traffic	<p>1. Traffic increases due to the conditional use shall not cause streets or nearby intersections to fall more than one grade from the existing level of service grade or fall below a level of service "D".</p> <p>2. Uses shall follow city access management standards and not create hazards to other drivers or pedestrians.</p>
CUP required for height 30 ft.		G. Height	<p>1. Buildings shall fit into the overall context of the surrounding area.</p> <p>2. Photo simulations are required showing all sides of the building(s) and showing how the building fits into the surrounding area to include not less than five hundred feet (500') in all directions from the building and including its relationship to nearby ridges, hills, and buildings.</p>
	X	H. Hours of Operation	<p>1. Nonresidential uses operating in proximity to or within a residential zone shall limit hours of operation so as not to disturb the peace and quiet of the adjacent residential area.</p>
	X	I. Saturation / Spacing	<p>1. To the extent feasible, nonresidential uses allowed in residential zones as conditional uses shall be dispersed throughout the community rather than concentrated in certain residential areas</p>
A 30 ft. tower is consistent with electrical substation and other towers at site.		J. Maintain Character and purpose of zone	<p>1. Uses shall be consistent with the character and purpose of the zone within which they are located.</p>
	X	K. Public Health	<p>1. Use shall comply with all sanitation and solid waste disposal codes.</p> <p>2. Use shall not create public health concerns. (Ord. 2007-01-001, 1-4-2007)</p>

Narrative

InfoWest Winchester Hills Internet Tower Request Narrative

InfoWest has been approached by the land owners (Gilbert Jennings and his group) of the property located on the East side of Winchester Hills where the current "Blue" and "In Ground" water tanks are located. They would like to have InfoWest expand its Internet network to provide additional High Speed Broadband services to their developments as well as offer faster Internet service to the residents of Winchester Hills.

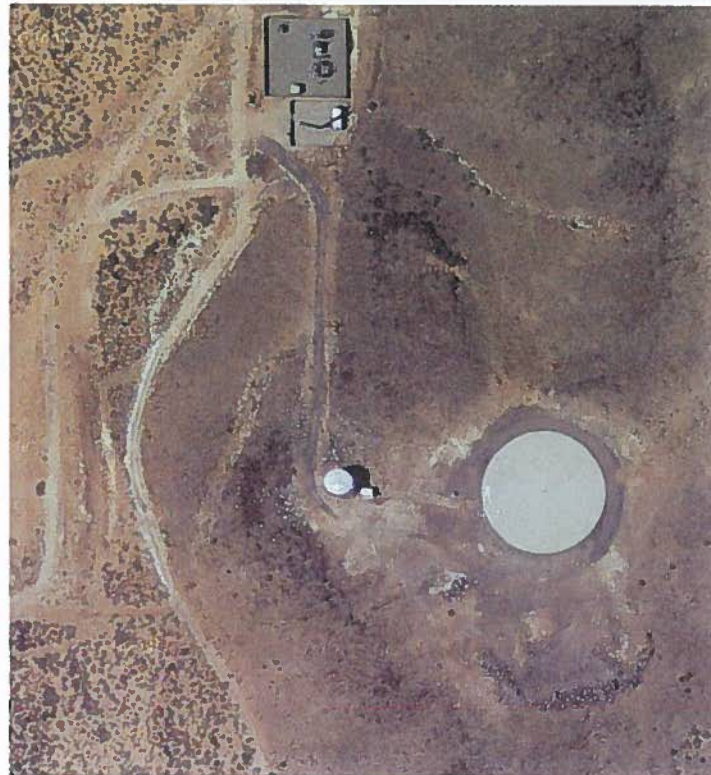
The land owner, JENCO L C, has approved a location on their land adjacent to the blue water tank and we are now looking to the City for approval to place a tower at that location.

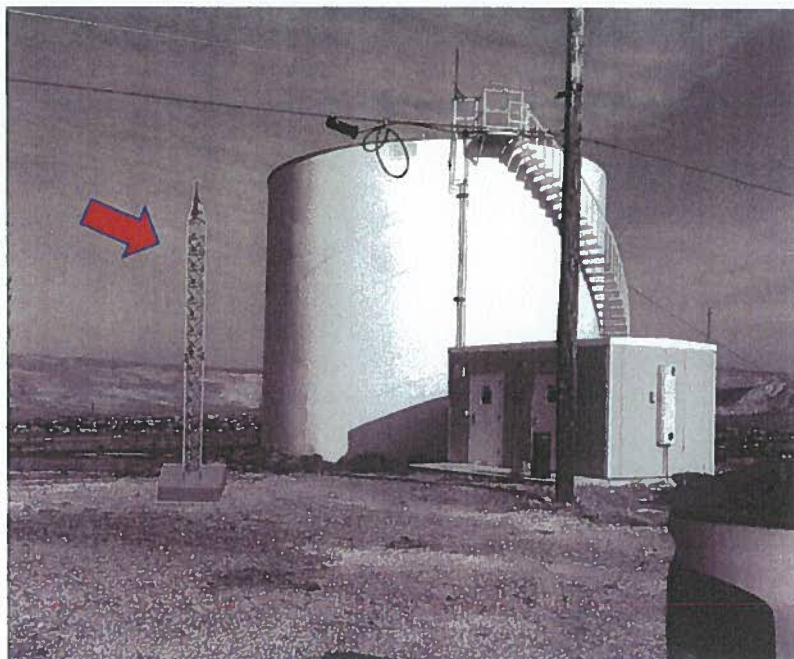
The proposed tower would a 30 Foot, Non-Guyed, Lattice structure. The tower will not be taller than the existing Blue Water Tank. The tower would be identical to the one located on the current City of St. George's Southgate Tank property.

Attached are images showing the proposed property, the current tower at Southgate tank for reference of what we would like to build, and a rough rendering of what the proposed tower should look like at the Winchester Hills location.

Please address all questions to:

Kelly Nyberg
President & CEO
InfoWest, Inc.
nyberg@infowest.com
435-229-2713 – Cell





SS SELF-SUPPORTING TOWERS

STANDARD G-SERIES SELF-SUPPORTING

UPDATED
 REV. F &
 REV. G
 Standard Drawing

30 ft.

G-SERIES SELF-SUPPORTING

GENERAL USE

The self-supporting G-Series towers offer an easy, low-cost solution to get light weight antennas in the air quickly. By using the G-Series tower as a self-supporting structure, you minimize land area usage. They are functional in a wide variety of wind speeds. See ROHN's standard designs to help identify the right structure for your project. These are the same sturdy, robust tower sections that ROHN has fabricated for years. Each larger model allows for more loading capacity.

FEATURES

- Completely hot-dip galvanized after fabrication
- Cross bracing is formed by a continuous solid rod bracing fashioned into a zig-zag pattern for strength
- Pre-engineered loading charts meet varying individual specs and site conditions
- Typical uses include: small dishes, broadband, security and two-way communication
- All towers have 'fixed' bases

KITS

The kit part numbers for ROHN Self-Supporting G-Series towers include:

- Short base for embedment in concrete
- Rev F ground kit
- All tower sections and connection hardware
- Tapered top (25G and 45G towers)
- Top plate (55G towers)
- Cap plate kit (65G towers)

Per Rev G requirements, any structure greater than 10' requires a climber safety device. Please see page 207 for ordering information.



Typical Self-Supporting
25G, 45G and 55G Tower



Typical Self-Supporting
45G, 55G and 65G Tower

166-ROHN
 Products Ltd.

Phone (309) 566-3000 • Fax (309) 566-3079 • www.rohntel.com • The Industry Standard



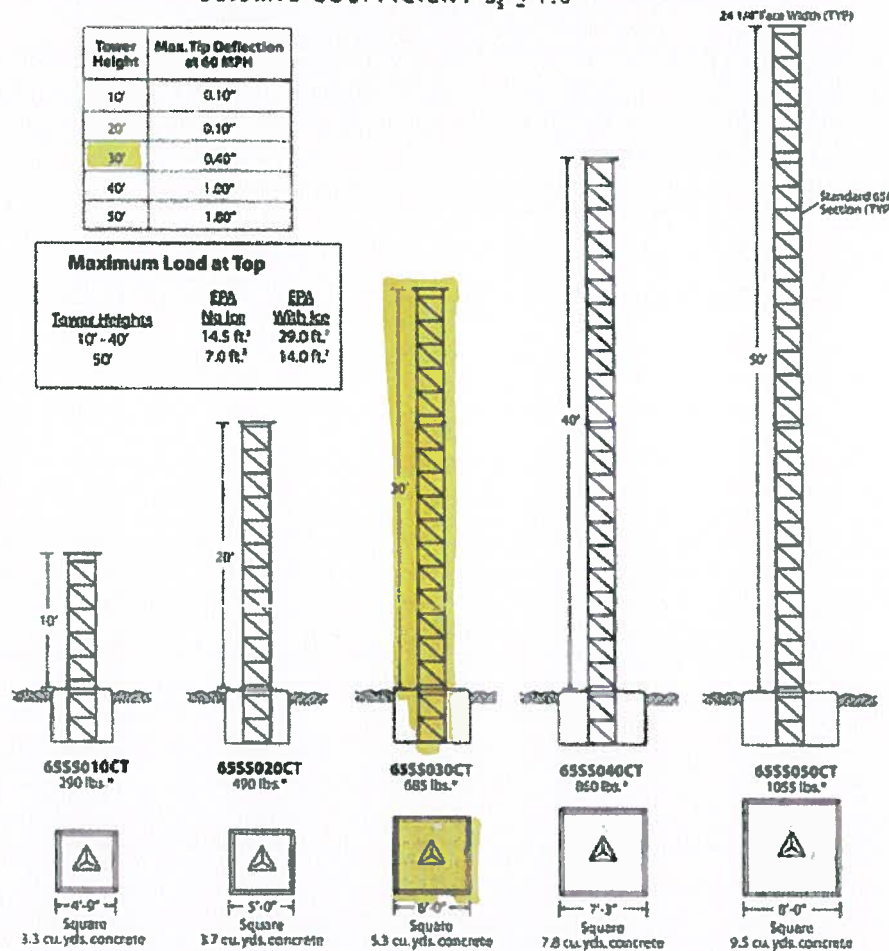
STANDARD 65G SELF-SUPPORTING CAMERA TOWERS (all-welded)

REV. F: 90 MPH FASTEST MILE - 1/2" ICE
REV. G: 110 MPH 3-SEC GUST WIND SPEED (NO ICE),
40 MPH 3-SEC GUST WIND SPEED (3/4" ICE),
CLASS II, EXPOSURE C, TOPO CATEGORY 1
SEISMIC COEFFICIENT $S_s \leq 1.0$

Tower Height	Max. Tip Deflection at 60 MPH
10'	0.10"
20'	0.10"
30'	0.40"
40'	1.00"
50'	1.80"

Maximum Load at Top		
Tower Heights	EDA No Ice	EDA With Ice
10' - 40'	14.5 ft. ³	29.0 ft. ³
50'	7.0 ft. ³	14.0 ft. ³

ALL WELDED



Includes short base section, tower sections, Rev G grounding material and 3/16" top mounting plate with attachment hardware.

* Per Rev. G requirements, any structure greater than 10' requires a climber safety device.

Please see page 173 for ordering information.



Phone (309) 566-3000 • Fax (309) 566-3079 • www.rphinc.com • The Industry Standard

DRAFTAgenda Item Number : **6D**

Request For Council Action

Date Submitted 2015-09-16 11:28:00**Applicant** InfoWest Inc**Quick Title** CUP to construct a 30' high telecommunications tower**Subject** Consider a request to construct a thirty foot (30'±) high telecommunications tower and related equipment in the Ledges Development (south of Winchester Hills) adjacent to the existing blue water tank.**Discussion** The applicant is proposing a 30' tower within a residential zone, which requires a CUP. The tower is located near the existing water tank, which is taller in height and should make it less intrusive to the community. Planning Commission recommends approval.**Cost** \$0.00**City Manager Recommendation** PC recommends approval. Lower than the existing tank so should not create any visual changes.**Action Taken****Requested by** John Willis**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments**

DRAFTAgenda Item Number : **6E**

Request For Council Action

Date Submitted 2015-09-11 16:10:56**Applicant** Jay Sandberg**Quick Title** Agreement Approval**Subject** Approval of a Purchase and Sale Agreement with Ancestor Estates, LLC.**Discussion** This agreement facilitates a property exchange between the City and Ancestor Estates, LLC., in the vicinity of 3000 East and 1450 South for the widening and realignment of 3000 East.**Cost** \$0.00**City Manager Recommendation** This action would facilitate a property exchange for the intersection of 3000 East and 1450 South. This would allow for widening and realignment of 3000 East. Recommend approval.**Action Taken****Requested by** Cameron Cutler**File Attachments** [Ancestor Estates City Council Exhibit.pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments** The city will retain a utility and drainage easement over the property to be deeded to Ancestor Estates as described in the Agreement.**Attachments** [Ancestor Estates City Council Exhibit.pdf](#)

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is made this ____ day of _____, 2015, (the "Effective Date"), by and between CITY OF ST. GEORGE, a Utah municipal corporation ("Seller"), and Ancestor Estates, LLC, a Utah Corporation, ("Buyer").

RECITALS

A. Seller is the owner of certain real property located in St. George, Washington County, State of Utah.

B. Buyer desires to purchase from Seller a certain portion of the Seller's Property in fee, more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property").

C. Buyer desires to purchase from Seller, and Seller is willing to sell to Buyer, the Property.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants, representations and warranties hereinafter set forth, and for other valuable consideration outlined herein, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. DEFINITIONS. The following terms shall have the following meanings when used in this Agreement:

1.1. Agreement – This Purchase and Sale Agreement, including all exhibits and schedules attached hereto.

1.2. Business Day – A day other than a Saturday, Sunday or day on which banking institutions in Utah are authorized or required by law or executive order to be closed.

1.3. Closing – The closing and consummation of the Transaction, as evidenced by the delivery of all required funds to Seller and the recording of the Quit Claim Deed.

1.4. Funds – United States currency represented by certified or cashier's check, wire transfer or other readily available funds.

1.5. Hazardous Materials – Any (i) hazardous, harmful, dangerous, or toxic waste, item, substance, material, or product (including, without limitation, any and all petroleum based products) as presently defined by any federal, state, or local environmental and/or health law, act, edict, directive, decree, rule, statute, ordinance, or regulation, including without limitation, (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601, et. seq., (b) the Hazardous Materials Transportation Act, 49 U.S.C.A. Section 5101, et. seq., (v) the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901, et. seq., (d) the Toxic Substances Control Act, 15 U.S.C.A. Section 2601, et. seq., (e) the Federal Water Pollution Control Act, 33 U.S.C.A. Section 1251, et. seq., and (f) all state or local environmental laws, and (g) any and all regulations related to any of the foregoing; or (ii) other item, substance, material, or product prohibited, limited, or regulated by or under any of the laws, acts, edicts, directives, decrees, rules, statutes, ordinances, or regulations described above.

1.6. Transaction – The purchase of the Property by Buyer and the sale of the Property by Seller, all as contemplated by this Agreement.

2. PROPERTY. The Property is described as set forth in Exhibit A. Property does not include water rights or water shares. Water rights and water shares are specifically reserved for Seller.

3. PURCHASE AGREEMENT. Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase, the Property. The Transaction shall be completed in accordance with, and subject to, the terms, conditions, and provisions fully set forth herein.

4. PURCHASE PRICE. The purchase price and consideration (the “Purchase Price”) to be paid for the Property shall be THIRTY ONE THOUSAND SEVEN HUNDRED AND TWELVE DOLLARS (\$31,712.00).

5. CLOSING.

5.1. Time and Place. The Closing for the Transaction shall take place in the office of the Seller on the ____ day of _____, 2015, the Closing Date or as agreed to by the parties.

5.2. Seller’s Closing Deliveries. At the Closing, Seller shall deliver, or cause to be delivered, to Buyer, as applicable:

5.2.1. A Quit Claim Deed for the Property in the form of Exhibit B attached hereto, fully executed and properly acknowledged by Seller; and

5.2.2. Such other funds, instruments and documents as may be reasonably requested by Buyer or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments and documents shall be

subject to Seller's prior approval thereof, which approval shall not be unreasonably withheld).

5.3. Buyer's Closing Deliveries. As part of this agreement, Buyer has already transferred property to Seller which property is of approximate equal value as the property being transferred to Buyer through this Agreement. The transfer is recorded as Washington County Entry Number 20130041379. In addition, at or before the Closing, Buyer shall deliver to Seller:

5.3.1. Such other funds, instruments and documents as may be reasonably requested by Seller or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments and documents shall be subject to Buyer's prior approval thereof, which approval shall not be unreasonably withheld).

5.4. Prorations and Closing Costs.

5.4.1. Except as expressly set forth in this Agreement, each party must bear its own costs (including attorneys' fees) in connection with its negotiation, due diligence investigation and conduct of the Transaction. Closing costs shall be paid by Buyer. Buyer shall pay for the standard-coverage policy of title insurance insuring Buyer, if desired by Buyer.

5.4.2. Buyer shall be responsible to pay rollback taxes for the Property, if any.

5.4.3. All prorations for this year, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be prorated between the parties as of Closing.

5.4.4. Buyer agrees to be responsible for taxes, assessments, utilities, and other services provided to the Property after Closing.

5.5. Documents. After Closing, Buyer shall record the documents referred to herein in the proper sequence.

5.6. Possession. Buyer shall be entitled to possession of the Property after all documents have been recorded as provided herein and all terms of the Agreement have been met.

5.7. Termination. If the Transaction does not close on or before the Closing Date for any reason, unless extended, this Agreement shall automatically be terminated.

6. "AS IS" PURCHASE.

6.1. Disclaimer. Seller has not made, and Buyer acknowledges that Seller has not made, any warranty, certification, or representation, express or implied, written or oral, statutory or otherwise, concerning the Property. Without limiting the generality of the foregoing, Seller has not made, and Buyer acknowledges that Seller has not made, any warranty, certification, or representation related to: (i) the condition of title to the Property (except as set forth in the Quit Claim Deed); (ii) the nature, physical condition or any other aspect of the Property; (iii) the existence of Hazardous Materials in, on, about, around, under or affecting the Property; (iv) the compliance of the Property with any federal, state or local laws, ordinances, statutes, rules, codes or regulations (including, without limitation, any environmental laws, building codes, or zoning codes), (v) the size, dimensions or square footage of the Property, (vi) the fitness of the Property for any particular purpose (including without limitation the current use thereof); (vii) any economic feasibility of the Property, or (viii) any development rights or permits (or lack thereof) associated with the Property.

6.2. Acceptance. Subject to the express terms of this agreement, Buyer acknowledges for Buyer and Buyer's successors and assigns, that Buyer will be acquiring the Property based solely upon Buyer's own investigation and inspection thereof. Seller and Buyer agree that, the Property shall be sold and Buyer shall accept title to and possession of the Property on the Closing Dates "as is, where is, with all faults" with no right of set off or reduction in the Purchase Price, and that except as set forth in the deed, such sale shall be without representation, certification or warranty of any kind, express or implied, oral or written, statutory or otherwise, and seller does hereby disclaim and renounce any such representation, certification or warranty.

7. BROKER'S COMMISSION. Buyer and Seller represent and warrant that they have not dealt with any broker or finder in connection with this Agreement or the Transaction. Buyer and Seller shall and do hereby each indemnify the other against, and agree to hold the other harmless from, any claim, demand or suit for any brokerage or real estate commission, finder's fee or similar fee or charge with respect to this Agreement or the Transaction based on any act by or agreement or contract with the indemnifying party, and for all losses, obligations, costs, expenses and fees (including reasonable attorneys' fees) incurred by the other party on account of or arising from any such claim, demand or suit.

8. ATTORNEYS' FEES. If there is any litigation between Seller and Buyer to enforce or interpret any provisions or rights under this Agreement, the unsuccessful party in such litigation, as determined by the court, shall pay to the prevailing party, as determined by the court, all costs and expenses, including but not limited to reasonable attorneys' fees, incurred by the prevailing party, such fees to be determined by the court sitting without a jury.

9. NOTICES. Except as otherwise required by law, any notice, demand or request given in connection with the Transaction and this Agreement shall be in writing and shall be given by personal delivery, overnight courier service, electronic mail, or United States certified mail, return receipt requested, postage or other delivery charge prepaid, addressed to Seller or

Buyer at the following addresses (or at such other address as Seller or Buyer or the person receiving copies may designate in writing given in accordance with this Section):

SELLER: City of St. George
175 East 200 North
St. George, UT 84770
Attn: Jay Sandberg
Phone: (435) 627-4122
Email: jay.sandberg@sgcity.org

BUYER: Ancestor Estates, LLC
2450 N Hwy 125
Oak City, UT 84649
Attn: Cathy Schmutz
Phone: (435) 979-0260
Email:

Notice shall be deemed to have been given on the date on which notice is delivered, if notice is given by personal delivery or email, on the date of delivery to the overnight courier service, if such a service is used, and on the date of deposit in the mail, if mailed. Notice shall be deemed to have been received on the date on which the notice is actually received or delivery is refused.

10. ADDITIONAL ACTS. The parties agree to promptly execute and deliver such other documents and perform such other acts as may be reasonably necessary to carry out the purposes and intent of this Agreement.

11. DEFAULT. If Buyer defaults, Seller may sue Buyer to specifically enforce this Agreement or pursue other remedies available at law. If Seller defaults, Buyer may sue Seller to specifically enforce this Agreement or pursue other remedies available at law.

12. ABROGATION. The provisions of this Agreement shall apply after Closing.

13. GOVERNING LAW; JURISDICTION. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah.

14. BUSINESS DAYS. If this Agreement requires any act to be done or action to be taken on a date which is not a Business Day, such act or action shall be deemed to have been validly done or taken if done or taken on the next succeeding Business Day.

15. WAIVER. The waiver by any party hereto of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted hereunder, nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

16. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same document and agreement.

17. ENTIRE AGREEMENT/AMENDMENT. This Agreement sets forth the entire understanding of the parties with respect to the matters set forth herein as of the date hereof, and supersedes all prior oral and written agreements, discussions and understandings of the parties hereto as to the matters set forth herein, and cannot be altered or amended except pursuant to an instrument in writing signed by both Buyer and Seller.

18. CONSTRUCTION. This Agreement is the result of negotiations between the parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Seller and Buyer hereby waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that provides in effect that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same.

19. INTERPRETATION. If there is any specific and direct conflict between, or any ambiguity resulting from, the terms and provisions of this Agreement and the terms and provisions of any document, instrument or other agreement executed in connection herewith or in furtherance hereof, including any exhibits hereto, the same shall be consistently interpreted in such manner as to give effect to the general purposes and intentions as expressed in this Agreement, which shall be deemed to prevail and control.

20. HEADINGS. The headings in this Agreement are for reference only and shall not limit or define the meaning of any provision of this Agreement.

21. NO THIRD PARTY BENEFICIARY. No term or provision of this Agreement or the Exhibits hereto is intended to be, nor shall any such term or provision be construed to be, for the benefit of any person, firm, corporation or other entity not a party hereto (including, without limitation, any broker), and no such other person, firm, corporation or entity shall have any right or cause of action hereunder.

22. SEVERABILITY. If any provision of this Agreement or any portion of any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not alter the remaining portion of such provision, or any other provision hereof, as each provision of this Agreement shall be deemed severable from all other provisions hereof so long as removing the severed portion does not materially alter the overall intent of this Agreement.

23. TIME IS OF THE ESSENCE. With respect to all dates and time periods set forth in this Agreement, time is of the essence and such dates and time periods shall be strictly adhered to and enforced.

24. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company, or other entity, the person executing this Agreement on its behalf warrants his or her authority to do so and to bind Buyer or Seller.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the Effective Date.

SELLER:
CITY OF ST. GEORGE,
a Utah municipal corporation

BUYER:
Ancestor Estates, LLC.

By: _____
Name: Jonathan T. Pike, Mayor

By: _____
Name: Cathy A. Schmutz, Manager

ATTEST:

Christina Fernandez, City Recorder

By: _____
Name: Donald Neil Schmutz, Manager

Approved as to form:

Paula Houston, Deputy City Attorney

PURCHASE AND SALE AGREEMENT
EXHIBIT A

LEGAL DESCRIPTION:

BEGINNING AT A POINT N 89°16'03" W 2646.53 FEET ALONG THE CENTER SECTION LINE TO THE CENTER SECTION CORNER AND S 0°31'50" W 1345.41 FEET ALONG THE CENTER SECTION LINE FROM THE EAST 1/4 CORNER OF SECTION 34, T 42 S, R 15 W SLB & MERIDIAN, AND RUNNING THENCE S 0°31'50" W 32.06 FEET CONTINUING ALONG SAID LINE, TO A POINT BEING ON A 1005.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS N 71°29'15" E; THENCE ALONG THE ARC OF SAID CURVE 94.83 FEET THROUGH A CENTRAL ANGLE OF 5°24'22"; THENCE S 23°55'07" E 110.61 FEET TO A POINT ON A 25.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS N 60°47'18" W; THENCE ALONG THE ARC OF SAID CURVE 18.05 FEET THROUGH A CENTRAL ANGLE OF 41°22'40" TO A POINT ON A 588.31 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS N 19°17'05" W ; THENCE ALONG THE ARC OF SAID CURVE 122.52 FEET THROUGH A CENTRAL ANGLE OF 11°55'57" TO A POINT ON A 25.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS N 9°07'06" W; THENCE ALONG THE ARC OF SAID CURVE 40.16 FEET THROUGH A CENTRAL ANGLE OF 92°02'03" TO A POINT ON A 1257.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 194.89 FEET THROUGH A CENTRAL ANGLE OF 8°53'00"; THENCE N 6°22'50" E 103.02 FEET; THENCE S 89°28'10" E 27.45 FEET TO A POINT ON A 995.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS N 77°02'28" E; THENCE ALONG THE ARC OF SAID CURVE 66.13 FEET THROUGH A CENTRAL ANGLE OF 3°48'29" TO THE POINT OF BEGINNING.

CONTAINS 23,124 SQ FT 0.531 ACRE MORE OR LESS

PURCHASE AND SALE AGREEMENT
EXHIBIT B

When Recorded Return To:
City of St. George
Attn: Legal Dept.
175 East 200 North
St. George, Utah 84770

Tax ID: A portion of SG-5-2-34-310011

QUITCLAIM DEED WITH RETENTION OF EASEMENT

The City of St. George, a Utah municipal corporation, Grantor of St. George, County of Washington, State of Utah, , hereby QUITCLAIMS to Ancestor Estates, LLC, for the sum of TEN and no/100 Dollars, the following described tract of land in Washington County, State of Utah:

See Exhibit "A" attached hereto and made a part hereof;

TOGETHER WITH all improvements and appurtenances thereunto belonging, and being SUBJECT TO easements, rights of way, restrictions, and reservations of record and those enforceable in law and equity;

Less and excepting a public utility easement which is retained over the entire property described in Exhibit "A".

IN WITNESS WHEREOF, the Grantor has executed this Quitclaim Deed this ____ day of _____, 2015.

CITY OF ST. GEORGE

Attest:

Jonathan T. Pike, Mayor

Christina Fernandez, City Recorder

STATE OF UTAH)
 ss.
WASHINGTON COUNTY)

On the ____ day of _____, 2015, appeared before me Jonathan T. Pike, Mayor of the City of St. George, and Christina Fernandez, City Recorder of the City of St. George, who being duly sworn did say, each for himself and herself, that the within and foregoing instrument was signed by him in behalf of said corporation by authority of its City Council, and said Jonathan T. Pike and Christina Fernandez each duly acknowledged to me that said corporation executed the same.

Notary Public

**QUIT CLAIM DEED
EXHIBIT A**

(Legal Description of the Property)
SG-5-2-34-310011

The following land situated in Washington County, State of Utah:

BEGINNING AT A POINT N 89°16'03" W 2646.53 FEET ALONG THE CENTER SECTION LINE TO THE CENTER SECTION CORNER AND S 0°31'50" W 1345.41 FEET ALONG THE CENTER SECTION LINE FROM THE EAST 1/4 CORNER OF SECTION 34, T 42 S, R 15 W SLB & MERIDIAN, AND RUNNING THENCE S 0°31'50" W 32.06 FEET CONTINUING ALONG SAID LINE, TO A POINT BEING ON A 1005.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS N 71°29'15" E; THENCE ALONG THE ARC OF SAID CURVE 94.83 FEET THROUGH A CENTRAL ANGLE OF 5°24'22"; THENCE S 23°55'07" E 110.61 FEET TO A POINT ON A 25.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS N 60°47'18" W; THENCE ALONG THE ARC OF SAID CURVE 18.05 FEET THROUGH A CENTRAL ANGLE OF 41°22'40" TO A POINT ON A 588.31 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS N 19°17'05" W ; THENCE ALONG THE ARC OF SAID CURVE 122.52 FEET THROUGH A CENTRAL ANGLE OF 11°55'57" TO A POINT ON A 25.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS N 9°07'06" W; THENCE ALONG THE ARC OF SAID CURVE 40.16 FEET THROUGH A CENTRAL ANGLE OF 92°02'03" TO A POINT ON A 1257.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 194.89 FEET THROUGH A CENTRAL ANGLE OF 8°53'00"; THENCE N 6°22'50" E 103.02 FEET; THENCE S 89°28'10" E 27.45 FEET TO A POINT ON A 995.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS N 77°02'28" E; THENCE ALONG THE ARC OF SAID CURVE 66.13 FEET THROUGH A CENTRAL ANGLE OF 3°48'29" TO THE POINT OF BEGINNING.

CONTAINS 23,124 SQ FT 0.531 ACRE MORE OR LESS

When Recorded Return To:
City of St. George
Attn: Legal Dept.
175 East 200 North
St. George, Utah 84770

Tax ID: A portion of SG-5-2-34-310011

QUITCLAIM DEED WITH RETENTION OF EASEMENT

The City of St. George, a Utah municipal corporation, Grantor of St. George, County of Washington, State of Utah, , hereby QUITCLAIMS to Ancestor Estates, LLC, for the sum of TEN and no/100 Dollars, the following described tract of land in Washington County, State of Utah:

See Exhibit "A" attached hereto and made a part hereof;

TOGETHER WITH all improvements and appurtenances thereunto belonging, and being SUBJECT TO easements, rights of way, restrictions, and reservations of record and those enforceable in law and equity;

Less and excepting a public utility easement which is retained over the entire property described in Exhibit "A".

IN WITNESS WHEREOF, the Grantor has executed this Quitclaim Deed this ____ day of _____, 2015.

CITY OF ST. GEORGE

Attest:

Jonathan T. Pike, Mayor

Christina Fernandez, City Recorder

STATE OF UTAH)
 ss.
WASHINGTON COUNTY)

On the _____ day of _____, 2015, appeared before me Jonathan T. Pike, Mayor of the City of St. George, and Christina Fernandez, City Recorder of the City of St. George, who being duly sworn did say, each for himself and herself, that the within and foregoing instrument was signed by him in behalf of said corporation by authority of its City Council, and said Jonathan T. Pike and Christina Fernandez each duly acknowledged to me that said corporation executed the same.

Notary Public

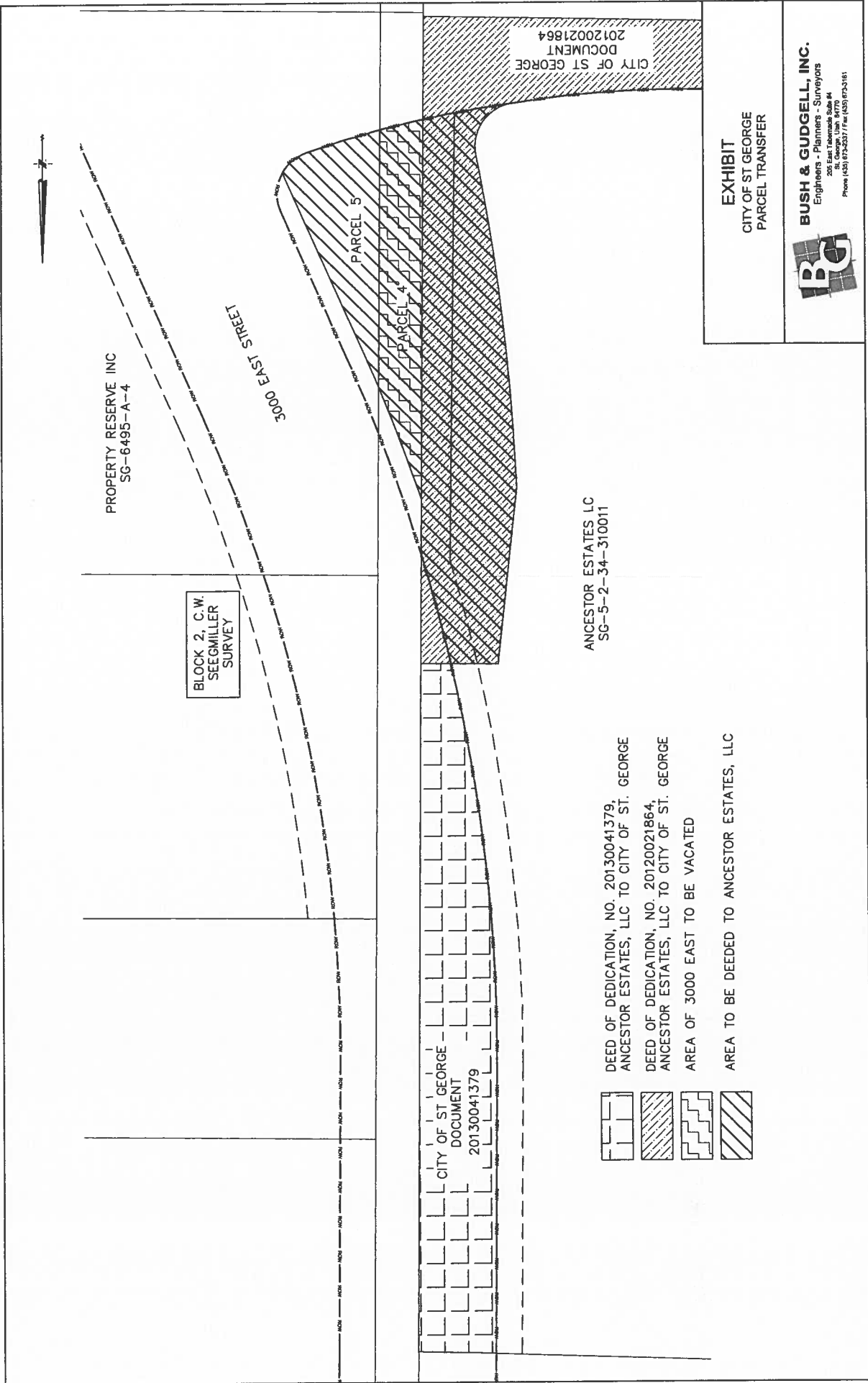
**QUIT CLAIM DEED
EXHIBIT A**

(Legal Description of the Property)
SG-5-2-34-31011

The following land situated in Washington County, State of Utah:

BEGINNING AT A POINT N 89°16'03" W 2646.53 FEET ALONG THE CENTER SECTION LINE TO THE CENTER SECTION CORNER AND S 0°31'50" W 1345.41 FEET ALONG THE CENTER SECTION LINE FROM THE EAST 1/4 CORNER OF SECTION 34, T 42 S, R 15 W SLB & MERIDIAN, AND RUNNING THENCE S 0°31'50" W 32.06 FEET CONTINUING ALONG SAID LINE, TO A POINT BEING ON A 1005.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS N 71°29'15" E; THENCE ALONG THE ARC OF SAID CURVE 94.83 FEET THROUGH A CENTRAL ANGLE OF 5°24'22"; THENCE S 23°55'07" E 110.61 FEET TO A POINT ON A 25.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS N 60°47'18" W; THENCE ALONG THE ARC OF SAID CURVE 18.05 FEET THROUGH A CENTRAL ANGLE OF 41°22'40" TO A POINT ON A 588.31 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS N 19°17'05" W ; THENCE ALONG THE ARC OF SAID CURVE 122.52 FEET THROUGH A CENTRAL ANGLE OF 11°55'57" TO A POINT ON A 25.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS N 9°07'06" W; THENCE ALONG THE ARC OF SAID CURVE 40.16 FEET THROUGH A CENTRAL ANGLE OF 92°02'03" TO A POINT ON A 1257.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 194.89 FEET THROUGH A CENTRAL ANGLE OF 8°53'00"; THENCE N 6°22'50" E 103.02 FEET; THENCE S 89°28'10" E 27.45 FEET TO A POINT ON A 995.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS N 77°02'28" E; THENCE ALONG THE ARC OF SAID CURVE 66.13 FEET THROUGH A CENTRAL ANGLE OF 3°48'29" TO THE POINT OF BEGINNING.

CONTAINS 23,124 SQ FT 0.531 ACRE MORE OR LESS



Ancestor Estates Property Exchange Worksheet		
Description	Acres	Value
To City from Ancestor Estates (Doc. No. 20130041379)	0.364	\$31,712
To Ancestor Estates (east of old 3000 East vacated parcel)	0.084	\$ 5,123*
To Ancestor Estates (3000 East vacated parcel)	0.104	\$ 6,342*
To Ancestor Estates (west of old 3000 East vacated parcel)	0.326	\$19,881*

* Value of property reduced by 30% due to City retaining utility and drainage easement.

DRAFTAgenda Item Number : **6F**

Request For Council Action

Date Submitted 2015-09-11 14:10:09**Applicant** Jeff Peay Park Planning Manager**Quick Title** Utah State Recreational Trails Grant**Subject** Acceptance of the Recreational Trails matching grant.**Discussion** The City of St. George Park Planning Division applied for a trail grant for the Virgin River South Trail from approximately 400 feet on the west side of River Road to approximately 1200 feet on the east side including a rustic trailhead. Approval is requested to accept the RTP matching grant for \$50,000.**Cost** \$0.**City Manager Recommendation** Part of the Virgin River trail system getting the trail from the west side of River Road to the east side near the River Road bridge. Grant is with the State of Utah.**Action Taken****Requested by** Jeff Peay - Park Pla**File Attachments** [9-11-15 Council Action Form_attachments.pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** [9-11-15 Council Action Form_attachments.pdf](#)

State Contract #: _____
Vendor #: _____

**UTAH DIVISION OF PARKS AND RECREATION
NON-MOTORIZED TRAIL MATCHING FUND PROGRAM
FISCAL ASSISTANCE AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, 2015, between the UTAH DIVISION OF PARKS AND RECREATION, hereinafter referred to as the DIVISION, and CITY OF ST. GEORGE, qualifying under this agreement as a federal agency, state agency, political subdivision of the State of Utah, or a nonprofit group and hereinafter referred to as the PARTICIPANT.

WHEREAS, the DIVISION and the PARTICIPANT desire to provide for the planning, acquisition, construction, or improvement of non-motorized trails and associated facilities in Utah; and,

WHEREAS, the Federal Highway Administration's Recreational Trails Program (RTP) funds for this purpose are to be matched by the PARTICIPANT for said project of planning, acquisition, construction, or improvement of motorized trails and associated facilities herein after described: and,

WHEREAS, federal agencies are authorized to enter into this agreement under provisions of the Granger-Thye Act of April 24, 1950, (16 U.S.C. 490, 504-504a, 555, 557, 571c, 572, 579a, 580c-5801, 581 i-l), specifically Sec. 5; the Cooperative Funds Act of June 30, 1914 (CH. 131, 38 Stat. 415, as amended: 16 U.S.C. 498); and the Federal Land Policy and Management Act of 1976 (FLPMA), Public Law 94-579.

NOW, THEREFORE, the DIVISION and PARTICIPANT hereby agree as follows:

PROJECT EXECUTION FOR:	Virgin River South Trail-Phase I
TOTAL AMOUNT OF RTP FUNDING	<u>\$50,000.00</u>
TOTAL AMOUNT OF PARTICIPANT FUNDING	<u>\$202,790.00</u>
TOTAL TRAIL PROJECT EXPENDITURES	<u>\$252,790.00</u>

UTAH DIVISION OF PARKS AND RECREATION FISCAL ASSISTANCE AGREEMENT

1. The DIVISION shall reimburse the PARTICIPANT up to a total of **\$50,000.00** from funds made available from the Federal Highway Administration's Recreational Trails Program (RTP) upon receipt of satisfactory documentation of total trail project expenditures and certification that the project has been completed as proposed in the project application, which application, by reference is made part of this agreement. Said project shall be started within one hundred eighty (180) calendar days and be completed on or before **September 30, 2017**.

2. The PARTICIPANT shall comply with all applicable Federal and State Statutes and will be responsible for obtaining any necessary permits and approvals prior to commencement of the project, such as the RTP Environmental Clearances and Check List.

3. Each contract the PARTICIPANT signs with a contractor (and each subcontractor the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Division deems appropriate.

4. The PARTICIPANT, excluding federal agencies, shall indemnify the State of Utah and its officers, agents, and employees against and hold the same free and harmless from any and all claims, demands, losses, costs, and/or expenses of liability due to, or arising from, either in whole or in part, whether directly or indirectly, and relative to, the execution of this project, subject to and in accordance with the provisions and limitations contained within the Utah Governmental Immunity Act and the Utah Public Employees Indemnification Act.

5. The PARTICIPANT agrees that the project area acquired, developed or improved pursuant to this agreement shall not be converted to other than public motorized recreational trail use without written notice to the Director of the Utah Division of Parks and Recreation. Furthermore, if a trail developed with the Federal Highway Administration's Recreational Trails Program funds is converted to other use, another trail of comparable value, as mutually agreed by both parties, in the same general location, will be provided by the PARTICIPANT.

UTAH DIVISION OF PARKS AND RECREATION FISCAL ASSISTANCE AGREEMENT

6. The PARTICIPANT shall maintain all facilities and property covered by this agreement in a safe, usable, and attractive condition. The DIVISION makes no claims to ownership nor management interests of facilities constructed pursuant to this agreement on lands legally owned by the PARTICIPANT.

7. The PARTICIPANT shall provide suitable permanent public acknowledgment of State participation at the project site. Such acknowledgment shall at least be the display of a sign, the design of which to be made by mutual agreement.

8. *Buy America* - The PARTICIPANT agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in federally funded projects are produced in the United States, unless a waiver has been granted by the DIVISION or the product is subject to a general waiver.

The PARTICIPANT must submit to the DIVISION the appropriate Buy America certification (below) with all bids or offers on federally-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

A. Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

UTAH DIVISION OF PARKS AND RECREATION FISCAL ASSISTANCE AGREEMENT

B. Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

9. Any PARTICIPANT that is a nonprofit corporation must disclose whether it meets or exceeds the requirements listed in Subsection 51-2a-102 (6)(f) in the previous fiscal year of the nonprofit corporation; and 51-2a-102 (6)(f): (f) the governing board of any nonprofit corporation that receives:

- (i) at least 50% of its funds from federal, state, and local government entities through contracts; or
- (ii) an amount from the DIVISION that is equal to or exceeds the amount specified in Subsection 51-2a-201(1) that would require an audit to be made by a competent certified public accountant; and anticipates meeting or exceeding the requirements listed in Subsection 51-2a-102 (6)(f) in the fiscal year the grant is issued.

In addition the PARTICIPANT (nonprofit corporation) shall provide the following to the DIVISION as a supplement of this contract:

(a) bylaws that provide for:

- (i) the financial oversight of the state money; and
- (ii) compliance with state laws related to the state money;

(b) procedures for the governing board of the nonprofit entity to designate an administrator who manages the state money; and

(c) procedures for the governing board to dismiss the administrator

UTAH DIVISION OF PARKS AND RECREATION FISCAL ASSISTANCE AGREEMENT

Further, the PARTICIPANT (nonprofit corporation) shall provide the DIVISION an itemized report at least annually detailing the expenditure of state money. The nonprofit may be required to return to the state entity any amount of money that is expended in violation of 63J-9-201 if the nonprofit fails to comply with the agreement.

B. TERMINATION

1. The PARTICIPANT, upon written notice to the DIVISION and by refunding all monies received pursuant to this agreement, may unilaterally rescind this agreement prior to the commencement of the project. After project commencement, this agreement may be rescinded, modified, or amended only by mutual agreement. The project shall be deemed commenced when the PARTICIPANT makes any expenditure of funds provided in this agreement or incurs any financial obligation with respect to the project.
2. The PARTICIPANT shall, at no cost to the DIVISION, execute, complete, operate and maintain the approved Project in accordance with the approved Project Proposal and applicable plans and specifications, which documents are by this reference made part hereof. Failure to render satisfactory progress or to complete the Project may be cause for the suspension of all obligations of the DIVISION under this agreement. In the event this agreement is terminated under the provisions of this paragraph and in the event the Project has not been brought up to a useful stage at the time of such termination, the PARTICIPANT shall reimburse to the DIVISION all payments, which have been received by the PARTICIPANT under this agreement.
3. Failure by the PARTICIPANT to comply with the terms of this agreement, if not corrected within thirty (30) days after written notice from the DIVISION, shall be cause for suspension of all obligations of the DIVISION hereunder and may result in a declaration by the DIVISION that the PARTICIPANT is ineligible for participation in DIVISION sponsored grant programs.

C. FINANCIAL RECORDS

1. The PARTICIPANT shall conform to generally accepted accounting principles and shall maintain its fiscal accounts in a manner that provides an audit trail of payments adequate to establish that such funds have been used in accordance with this agreement.

UTAH DIVISION OF PARKS AND RECREATION FISCAL ASSISTANCE AGREEMENT

2. The PARTICIPANT shall provide to the DIVISION a fiscal report within sixty (60) days after completion of the project, or within sixty (60) days of the contract expiration date on forms to be provided by the DIVISION. Said report shall include an accounting of project expenditures and assurances that all monies paid to the PARTICIPANT by the DIVISION under this agreement were used for the planning, acquisition, construction, or improvement as herein described. Said report shall also include a summary list of all personnel, supplies, materials and construction costs associated with this project in a manner prescribed by the DIVISION.

3. The DIVISION, upon reasonable notice, shall have access to and the right to examine such books, documents, papers or records as the DIVISION may reasonably require.

4. The PARTICIPANT agrees to make immediate monetary restitution for any disallowances of costs or expenditures determined through audit or inspection by the DIVISION.

FURTHER, the PARTICIPANT shall prosecute all phases and aspects of the project in a timely manner and shall in all respects comply with the terms, conditions, covenants and other obligations of this agreement. It is understood and agreed that the PARTICIPANT shall have the basic responsibility for all phases and aspects of the project and that all phases of the project are subject to review and acceptance by the DIVISION.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the year and day first above written:

CITY OF ST. GEORGE

Signature

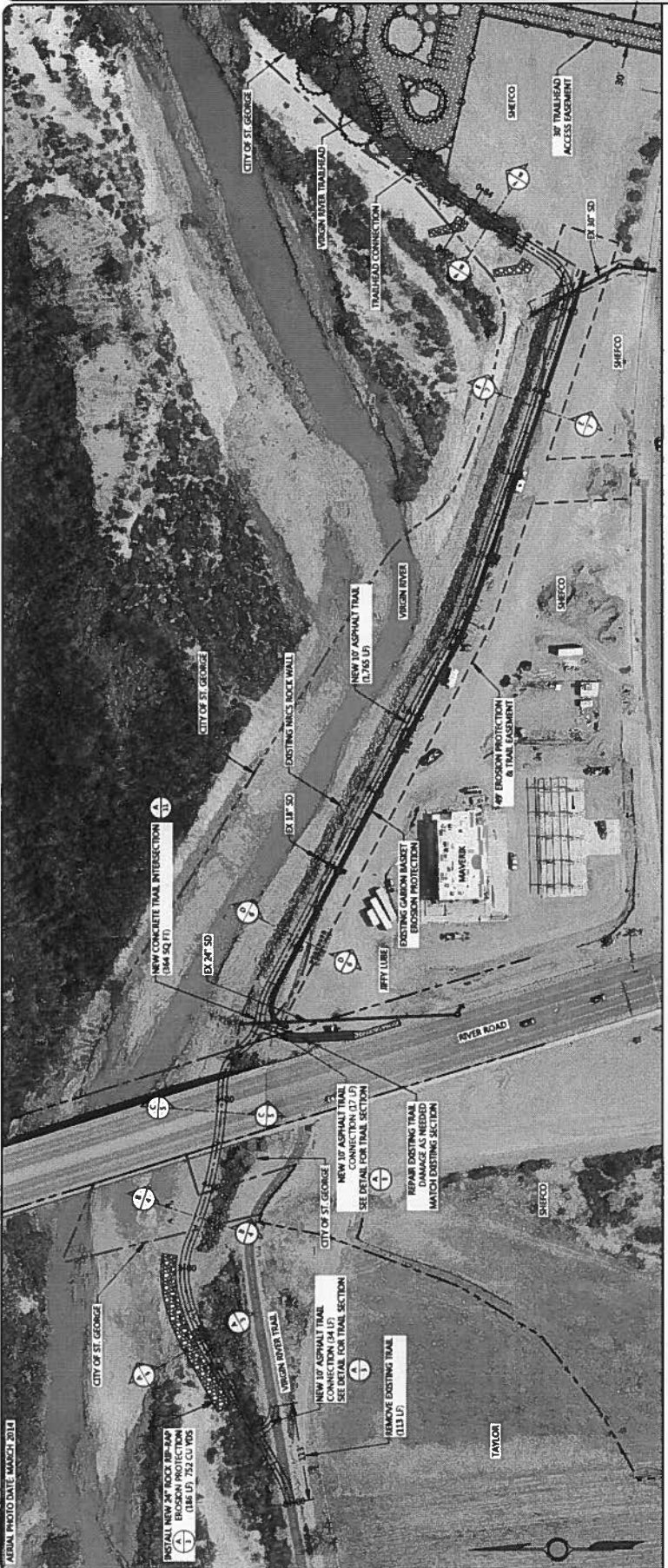
Date

Title

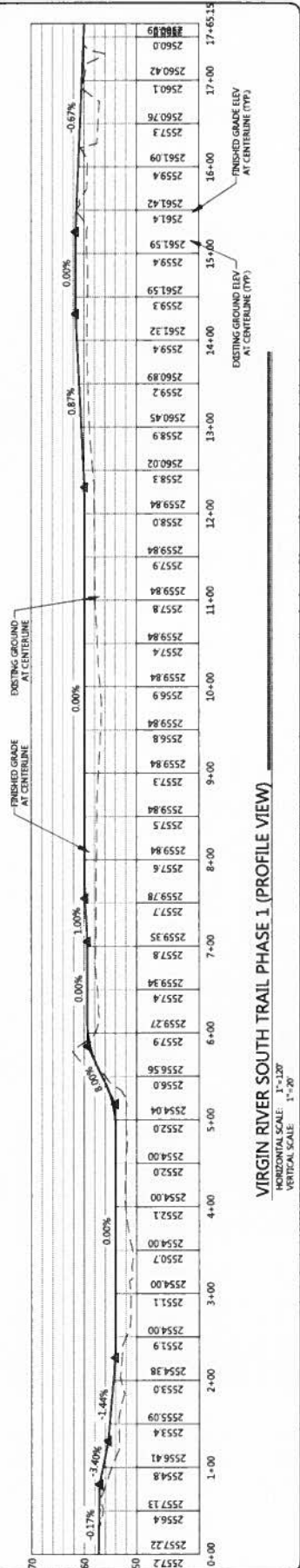
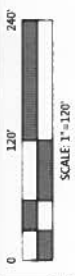
UTAH DIVISION OF PARKS & RECREATION

Director

Date

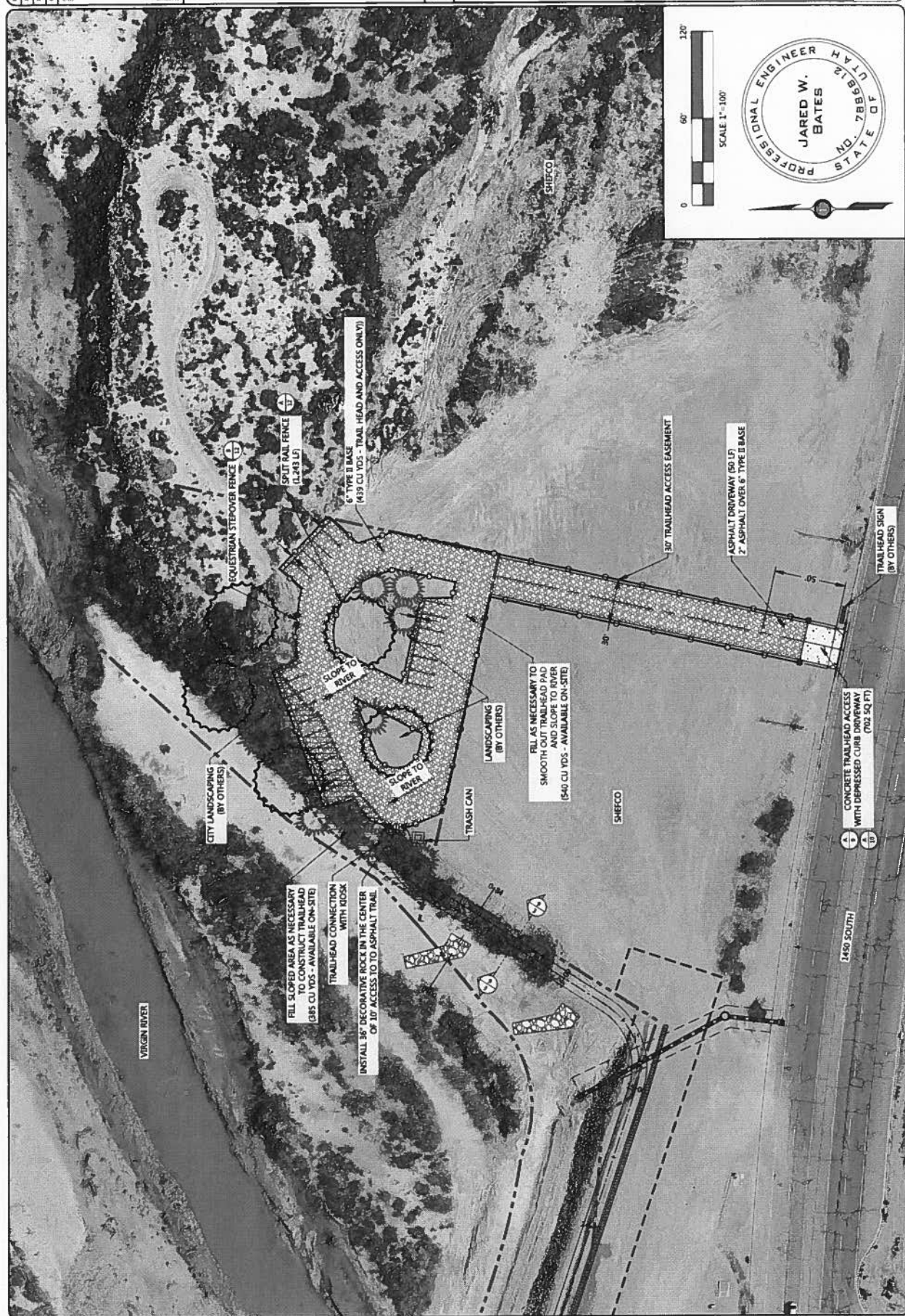


VIRGIN RIVER SOUTH TRAIL PHASE 1 (PLAN VIEW)



VIRGIN RIVER SOUTH TRAIL PHASE 1 (PROFILE VIEW)

HORIZONTAL SCALE: 1"=120'
 VERTICAL SCALE: 1"=20'



State Contract #: _____
Vendor #: _____

**UTAH DIVISION OF PARKS AND RECREATION
NON-MOTORIZED TRAIL MATCHING FUND PROGRAM**

FISCAL ASSISTANCE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2015, between the UTAH DIVISION OF PARKS AND RECREATION, hereinafter referred to as the DIVISION, and CITY OF ST. GEORGE, qualifying under this agreement as a federal agency, state agency, political subdivision of the State of Utah, or a nonprofit group and hereinafter referred to as the PARTICIPANT.

WHEREAS, the DIVISION and the PARTICIPANT desire to provide for the planning, acquisition, construction, or improvement of non-motorized trails and associated facilities in Utah; and,

WHEREAS, the Federal Highway Administration's Recreational Trails Program (RTP) funds for this purpose are to be matched by the PARTICIPANT for said project of planning, acquisition, construction, or improvement of non-motorized trails and associated facilities herein after described: and,

WHEREAS, federal agencies are authorized to enter into this agreement under provisions of the Granger-Thye Act of April 24, 1950, (16 U.S.C. 490, 504-504a, 555, 557, 571c, 572, 579a, 580c-5801, 581 i-l), specifically Sec. 5; the Cooperative Funds Act of June 30, 1914 (CH. 131, 38 Stat. 415, as amended: 16 U.S.C. 498); and the Federal Land Policy and Management Act of 1976 (FLPMA), Public Law 94-579.

NOW, THEREFORE, the DIVISION and PARTICIPANT hereby agree as follows:

PROJECT EXECUTION FOR:	Virgin River South Trail-Phase I
TOTAL AMOUNT OF RTP FUNDING	<u>\$50,000.00</u>
TOTAL AMOUNT OF PARTICIPANT FUNDING	<u>\$202,790.00</u>
TOTAL TRAIL PROJECT EXPENDITURES	<u>\$252,790.00</u>

UTAH DIVISION OF PARKS AND RECREATION FISCAL ASSISTANCE AGREEMENT

1. The DIVISION shall reimburse the PARTICIPANT up to a total of \$50,000.00 from funds made available from the Federal Highway Administration's Recreational Trails Program (RTP) upon receipt of satisfactory documentation of total trail project expenditures and certification that the project has been completed as proposed in the project application, which application, by reference is made part of this agreement. Said project shall be started within one hundred eighty (180) calendar days and be completed on or before September 30, 2017.

2. The PARTICIPANT shall comply with all applicable Federal and State Statutes and will be responsible for obtaining any necessary permits and approvals prior to commencement of the project, such as the RTP Environmental Clearances and Check List.

3. Each contract the PARTICIPANT signs with a contractor (and each subcontractor the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Division deems appropriate.

4. The PARTICIPANT, excluding federal agencies, shall indemnify the State of Utah and its officers, agents, and employees against and hold the same free and harmless from any and all claims, demands, losses, costs, and/or expenses of liability due to, or arising from, either in whole or in part, whether directly or indirectly, and relative to, the execution of this project, subject to and in accordance with the provisions and limitations contained within the Utah Governmental Immunity Act and the Utah Public Employees Indemnification Act.

5. The PARTICIPANT agrees that the project area acquired, developed or improved pursuant to this agreement shall not be converted to other than public motorized recreational trail use without written notice to the Director of the Utah Division of Parks and Recreation. Furthermore, if a trail developed with the Federal Highway Administration's Recreational Trails Program funds is converted to other use, another trail of comparable value, as mutually agreed by both parties, in the same general location, will be provided by the PARTICIPANT.

UTAH DIVISION OF PARKS AND RECREATION FISCAL ASSISTANCE AGREEMENT

6. The PARTICIPANT shall maintain all facilities and property covered by this agreement in a safe, usable, and attractive condition. The DIVISION makes no claims to ownership nor management interests of facilities constructed pursuant to this agreement on lands legally owned by the PARTICIPANT.

7. The PARTICIPANT shall provide suitable permanent public acknowledgment of State participation at the project site. Such acknowledgment shall at least be the display of a sign, the design of which to be made by mutual agreement.

8. *Buy America* - The PARTICIPANT agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in federally funded projects are produced in the United States, unless a waiver has been granted by the DIVISION or the product is subject to a general waiver.

The PARTICIPANT must submit to the DIVISION the appropriate Buy America certification (below) with all bids or offers on federally-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

A. Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

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UTAH DIVISION OF PARKS AND RECREATION FISCAL ASSISTANCE AGREEMENT

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UTAH DIVISION OF PARKS AND RECREATION FISCAL ASSISTANCE AGREEMENT

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IN WITNESS WHEREOF, the parties hereto have executed this agreement the year and day first above written:

CITY OF ST. GEORGE

Signature Date

Title

UTAH DIVISION OF PARKS & RECREATION

Director Date

Approved as to form:

Paula Houston 9-22-15
Paula, Houston, Deputy City Attorney

DRAFTAgenda Item Number : **6G**

Request For Council Action

Date Submitted 2015-09-08 16:06:18**Applicant** Gilbert Jennings**Quick Title** Ft. Pierce Business Park Loan**Subject** Amendment to Loan Agreement to allow additional property.**Discussion** Adds additional property to the original loan agreement area.**Cost** \$0.00

City Manager Recommendation When the Ft. Pierce business park was developed the City and the REA loaned the developers the necessary funds to complete the infrastructure because SITLA owned the land and could not subordinate it for a commercial loan. The City received 8 or 9% interest rate since amended lower. The developers are current with no outstanding balance. This action would add additional acreage into the Ft. Pierce development that was not part of the original subdivision giving additional Industrial property to sell. Recommend approval.

Action Taken**Requested by** Gary S. Esplin**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments**